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**FINAL**  
**CITY COUNCIL**  
**CITY OF WICHITA**  
**KANSAS**

City Council Meeting  
09:00 a.m. December 13, 2011

City Council Chambers  
455 North Main

**OPENING OF REGULAR MEETING**

- Call to Order
- Invocation
- Pledge of Allegiance
- Approve the minutes of the regular meeting on December 6, 2011

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**AWARDS AND PROCLAMATIONS**

- Special Music Presentation  
  
Sweet Adelines Quartet
- Proclamations  
  
Dr. Ron Matson Day

**I. PUBLIC AGENDA**

NOTICE: No action will be taken relative to items on this agenda other than referral for information. Requests to appear will be placed on a "first-come, first-served" basis. This portion of the meeting is limited to thirty minutes and shall be subject to a limitation of five minutes for each presentation with no extension of time permitted. No speaker shall be allowed to appear more frequently than once every fourth meeting. Members of the public desiring to present matters to the Council on the public agenda must submit a request in writing to the office of the city manager prior to twelve noon on the Tuesday preceding the council meeting. Matter pertaining to personnel, litigation and violations of laws and ordinances are excluded from the agenda. Rules of decorum as provided in this code will be observed.

1. David Hill - The feeding of the homeless.

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**II. CONSENT AGENDAS (ITEMS 1 THROUGH 21)**

NOTICE: Items listed under the "Consent Agendas" will be enacted by one motion with no separate discussion. If discussion on an item is desired, the item will be removed from the "Consent Agendas" and considered separately

*(The Council will be considering the City Council Consent Agenda as well as the Planning, Housing, and Airport Consent Agendas. Please see "ATTACHMENT 1 – CONSENT AGENDA ITEMS" for a listing of all Consent Agenda Items.)*



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**COUNCIL BUSINESS**

**III. UNFINISHED COUNCIL BUSINESS**

None

**IV. NEW COUNCIL BUSINESS**

1. Public Hearing and Issuance of Industrial Revenue Bonds, Pulse Systems, Inc. (District II)

RECOMMENDED ACTION: Close the public hearing, place on first reading the Bond Ordinance authorizing the execution and delivery of documents for the issuance of Industrial Revenue Bonds in an amount not exceed \$6,000,000 to Pulse Headquarters, LLC, and authorize the necessary signatures.

2. Ordinance appropriating the 2012 budget; ratifying the payment of claims against the 2011 budget.

RECOMMENDED ACTION: Approve the passage of the ordinance.

3. Water Metering and Billing Improvement Plan.

RECOMMENDED ACTION: Approve the contract with ARCADIS US, Inc. in the amount of \$196,100.

4. 2012 State and Federal Legislative Agenda.

RECOMMENDED ACTION: Approve the 2012 State and Federal Legislative Agendas.

5. *2012 Contract renewal with Go Wichita Convention and Visitors Bureau.*

RECOMMENDED ACTION: Approve the contract between the City of Wichita and the Wichita Convention and Tourism Bureau, Inc., d/b/a Go Wichita Convention and Visitors Bureau.

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**COUNCIL BUSINESS SUBMITTED BY CITY AUTHORITIES**

**PLANNING AGENDA**

NOTICE: Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5p.m. on the Wednesday preceding this meeting. The Council will determine from the written statement whether to return the matter to the MAPC for rehearing.

**V. NON-CONSENT PLANNING AGENDA**

None

## **HOUSING AGENDA**

NOTICE: The City Council is meeting as the governing body of the Housing Authority for consideration and action on the items on this Agenda, pursuant to State law, HUD, and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

**Fern Griffith, Housing Member is also seated with the City Council.**

### **VI. NON-CONSENT HOUSING AGENDA**

None

## **AIRPORT AGENDA**

NOTICE: The City Council is meeting as the governing body of the Airport Authority for consideration and action on items on this Agenda, pursuant to State law and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

### **VII. NON-CONSENT AIRPORT AGENDA**

#### **1. Wichita Mid-Continent Airport Air Capital Terminal 3 Artwork.**

RECOMMENDED ACTION: Approve the artistic concept by artist Ed Carpenter for Wichita Mid-Continent Airports Air Capital Terminal 3 (ACT 3) Program and the historic Wichita aviation display concept designed by Greteman Group.

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## **COUNCIL AGENDA**

### **VIII. COUNCIL MEMBER AGENDA**

None

### **IX. COUNCIL MEMBER APPOINTMENTS**

#### **1. Board Appointments.**

RECOMMENDED ACTION: Approve the Appointments.

Adjournment

\*\*\*Workshop to follow in the Council Chambers\*\*\*

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(ATTACHMENT 1 – CONSENT AGENDA ITEMS 1 THROUGH 21)

**II. CITY COUNCIL CONSENT AGENDA ITEMS**

1. Report of Board of Bids and Contracts dated December 12, 2011.

RECOMMENDED ACTION: Receive and file report; approve Contracts;  
authorize necessary signatures.

2. Applications for Licenses to Retail Cereal Malt Beverages:

<u>Renewal</u>	<u>2011</u>	<u>(Consumption off Premises)</u>
James Steindler	Gotta Stop***	5600 West MacArthur Road

\*\*\*Consumption/Retailer grocery stores, convenience stores etc.

RECOMMENDED ACTION: Approve licenses subject to Staff review and approval.

3. Preliminary Estimates: (See Attached)

RECOMMENDED ACTION: Receive and file.

4. Petitions for Public Improvements:

- a. Petition for Water Distribution System for area south of Maple, east of Julia. (District V)

RECOMMENDED ACTION: Approve Petitions; adopt resolutions.

5. Agreements/Contracts:

- Approval of Plan for Land and Jurisdiction Transfers Adjacent to Eastborough. (District II)
- Renewal of Contract, Victim's Rights Services.
- Victim Advocate Contract with Kansas Legal Services, Inc.

RECOMMENDED ACTION: Approve Agreements/Contracts; authorize the necessary signatures.

6. Property Acquisitions:

- Partial Acquisition of 5002 North Valentine for the Wichita-Valley Center Flood Control Levee Certification and Rehabilitation Project. (County)
- Partial Acquisition of 5048 North Broadway for the Wichita-Valley Center Flood Control Levee Certification and Rehabilitation Project. (County)
- Partial Acquisition of a Vacant Parcel in the 1700 Block of 135th Street West for the 135th Street from 13th Street to 21st Street Improvement Project (District V)
- Partial Acquisition of Vacant Land in the 13000 Block West 21st Street North for the 135th Street from 13th Street to 21st Street Improvement Project (District V)
- Partial Acquisition of 5056 North Valentine for the Wichita-Valley Center Flood Control Levee Certification and Rehabilitation Project. (County)

RECOMMENDED ACTION: Approve budgets and Contracts; authorize necessary signatures.

7. Minutes of Advisory Boards/Commissions

Deferred Compensation Board, August 18, 2011  
Wichita Employees' Retirement System, October 19, 2011  
Police and Fire Retirement System, October 26, 2011  
Design Council, October 19, 2011  
Board of Park Commissioners, October 17, 2011  
Board of Park Commissioners, November 21, 2011  
Stormwater Advisory Board, November 16, 2011  
RECOMMENDED ACTION: Receive and file.

8. 2012 Special Liquor Tax Contract Renewals and Extensions.

RECOMMENDED ACTION: Approve contract renewals for the 12 Special Liquor Tax Coalition recommended providers and approve three-month contract extensions for four providers, for later renewal consideration, with authorization of necessary signatures.

9. Supplemental Agreement for Douglas Avenue Corridor Transit Oriented Development Study.

RECOMMENDED ACTION: Approve the Supplemental Agreement and authorize the necessary signatures.

10. Lease Agreement for Wichita Transit Vehicle.

RECOMMENDED ACTION: Approve this lease agreement and authorize the necessary signatures.

11. 2012 Contract renewal with Go Wichita Convention and Visitors Bureau.

**(MOVED TO NEW BUSINESS NO. 5)**

12. Sculpture relocation to National Aviation Training Center (NATC). (District VI)

RECOMMENDED ACTION: Approve the relocation of the sculpture titled "Flight" by artist Karl Ramberg from storage to the campus of the national Center for Aviation Training (NCAT) located at 4004 North Webb Road, Wichita, KS.

13. Payment for Settlement of Claim.

RECOMMENDED ACTION: Authorize payment of \$20,457.34 as a full settlement for all claim arising out of the City's installation of a 48" pipeline as part of the City's ASR project.

14. Contracts and Agreements November 2011.

RECOMMENDED ACTION: Receive and file.

15. Mobile Radios Project.

RECOMMENDED ACTION: Approve the Mobile Radio project and place the Ordinance on first reading.

15a. Grant Award for Clean Diesel Fleet Equipment.

RECOMMENDED ACTION: Accept the grant award and authorize the necessary signatures.

16. Second Reading Ordinances: (First Read December 6, 2011)  
a. List of Second Reading Ordinances. (See Attached)

RECOMMENDED ACTION: Adopt the Ordinances.

**II. CONSENT PLANNING AGENDA ITEMS**

NOTICE: Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5p.m. on the Wednesday preceding this meeting. The Council will determine from the written statement whether to return the matter to the MAPC for rehearing.

17. \*DER2011-07 - City of Wichita Boundary Resolution.

RECOMMENDED ACTION: Approve the Boundary Resolution and authorize the necessary signatures.

**II. CONSENT HOUSING AGENDA ITEMS**

NOTICE: The City Council is meeting as the governing body of the Housing Authority for consideration and action on the items on this Agenda, pursuant to State law, HUD, and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

**Fern Griffith, Housing Member is also seated with the City Council.**

18. \*Section 8 Administrative Plan Revisions.

RECOMMENDED ACTION: Review and approve the Section 8 Administrative Plan revisions for the Section 8 Housing Choice Voucher Program.

19. \*Board Resolution Approving 2012 Project Based Budget.

RECOMMENDED ACTION: Adopt the resolution approving the Public Housing Project-Based budget for 2012 and authorize the necessary signatures.

## **II. CONSENT AIRPORT AGENDA ITEMS**

NOTICE: The City Council is meeting as the governing body of the Airport Authority for consideration and action on items on this Agenda, pursuant to State law and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

20. **\*Airfield Pavement Joint Reseal Phase 2 - Change Order No. 1 - Wichita Mid-Continent Airport.**

RECOMMENDED ACTION: Approve the Change Order and authorize the necessary signatures.

21. **\*Administration Services Contract - Bombardier Learjet Parking Improvements - Wichita Mid-Continent Airport.**

RECOMMENDED ACTION: Approve the administration services contract and authorize the necessary signatures.

City of Wichita  
City Council Meeting  
December 13, 2011

**TO:** Mayor and City Council

**SUBJECT:** Public Hearing and Issuance of Industrial Revenue Bonds (Pulse Headquarters, LLC)  
(District II)

**INITIATED BY:** Office of Urban Development

**AGENDA:** New Business

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**Recommendation:** Close the public hearing and place the ordinance on first reading.

**Background:** On November 15, 2011, the City Council approved a one-year Letter of Intent for Industrial Revenue Bonds (IRBs) in the amount not-to-exceed \$6,000,000, and a 100% five-plus-five-year property tax exemption for Pulse Headquarters, LLC. Pulse Headquarters, LLC will sublease a portion of the property to Pulse Systems, Inc. ("Pulse"). Bond proceeds will be used to acquire and improve property located at 3020 N. Cypress. The Company is requesting the issuance of IRBs at this time, in the amount not-to-exceed \$6,000,000.

**Analysis:** Pulse Systems, Inc. ("Pulse") was founded in Wichita in 1997 by brothers Alif and Basil Hourani and was acquired by a French healthcare company, Cegedim in 2010. The Company is operated as a privately-owned developer and licensor of its proprietary healthcare information technology solutions including practice management software, electronic health records software and electronic data interchange. The Pulse client network includes approximately 2,500 healthcare providers located in 31 states which serve 37 medical specialties and subspecialties. Pulse Headquarters, LLC was formed by Basil and Alif Hourani to hold real estate and lease office space to Pulse Systems, Inc.

Total employment nationwide for Pulse Systems has grown from 99 personnel to 126 since the acquisition by Cegedim, with 75 in Wichita at an average annual salary of \$60,000. Pulse Systems projects it will create an additional 36 new jobs in Wichita over the next five years at an average annual salary of \$60,000.

An analysis of the uses of project funds is:

**USES OF FUNDS**

Building	\$5,410,000
Capital Improvements	\$ <u>590,000</u>
Total cost of Project	\$6,000,000

**Financial Considerations:** Pulse agrees to pay all costs of issuing the bonds and agrees to pay the City's \$2,500 annual IRB administrative fee for the term of the bonds.

The Hourani's intend to purchase the bonds. The cost/benefit analysis performed by the WSU Center for Economic Development and Business Research reflects the following benefit-cost ratios:

City of Wichita	2.32 to one
City General Fund	2.14 to one
Sedgwick County	1.95 to one
State of Kansas	29.64 to one

City staff and Pulse Headquarters have negotiated the terms of a property tax abatement designed to abate the taxes only on property actually occupied by Pulse Systems. Under this arrangement, all bond-financed improvements will be subject to 100% five-year abatement, plus a second five years subject to Council review and approval. Each year of the abatement period, Pulse will pay the City a “payment-in-lieu-of-taxes” (“PILOT”) equal to the prorated amount of taxes that would have been due on the portion of the building not occupied by Pulse, based on current appraised value and current tax rates.

The estimated first year’s taxes on the Pulse Headquarters building would be \$174,056 on real property improvements, based on the 2010 mill levy. The tax abatement would be shared among the taxing entities as follows: City - \$46,786; County/State - \$44,738; and USD 259 - \$82,531. Approximately 50% of the abatement would be recouped by the taxing authorities through the PILOT each year of the abatement.

**Goal Impact:** Economic Vitality and Affordable Living. Granting an ad valorem property tax exemption and sales tax exemption will encourage the business to create new job opportunities and stimulate economic growth for the City of Wichita and Sedgwick County.

**Legal Considerations:** The law firm of Kutak Rock, LLP will serve as bond counsel in the transaction. All bond documents are subject to review and approval by the Law Department prior to execution.

**Recommendations/Actions:** It is recommended that the City Council close the public hearing, place on first reading the Bond Ordinance authorizing the execution and delivery of documents for the issuance of Industrial Revenue Bonds in an amount not exceed \$6,000,000 to Pulse Headquarters, LLC, and authorize the necessary signatures.

**Attachments:** Bond ordinance.



(Published in *The Wichita Eagle*, December 23, 2011)

**ORDINANCE NO. 49-171**

AN ORDINANCE AUTHORIZING THE CITY OF WICHITA, KANSAS TO ISSUE ITS INDUSTRIAL REVENUE BONDS, SERIES VIII, 2011 (PULSE HEADQUARTERS, LLC) (TAXABLE UNDER FEDERAL LAW), IN THE AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$6,000,000 FOR THE PURPOSE OF ACQUIRING AND IMPROVING A COMMERCIAL FACILITY; AND AUTHORIZING THE EXECUTION OF CERTAIN DOCUMENTS IN CONNECTION WITH THE ISSUANCE OF THE BONDS.

**WHEREAS**, the City of Wichita, Kansas (the “Issuer”), is authorized by K.S.A. 12-1740 *et seq.*, as amended (the “Act”), to acquire, construct, improve, furnish, repair and equip certain facilities (as defined in the Act) for commercial, industrial and manufacturing purposes, to enter into leases and lease-purchase agreements with any person, firm or corporation for such facilities, and to issue revenue bonds for the purpose of paying the costs of such facilities; and

**WHEREAS**, the Issuer has found and does find and determine that it is desirable in order to promote, stimulate and develop the general economic welfare and prosperity of the Issuer and the State of Kansas that the Issuer issue its Industrial Revenue Bonds, Series 2011 (Pulse Headquarters, LLC) (Taxable Under Federal Law), in the aggregate principal amount of not to exceed \$6,000,000 (the “2011 Bonds”), for the purpose of paying the costs of acquiring and improving a commercial facility (the “Project”) as more fully described in the Indenture and in the Lease hereinafter authorized for lease by the Issuer to Pulse Headquarters, LLC, a Kansas limited liability company (the “Tenant”); and

**WHEREAS**, the 2011 Bonds and the interest thereon shall not be a general obligation of the Issuer, shall not be payable in any manner by taxation and shall be payable solely from the trust estate established under the Indenture, including revenues from the Lease of the Project; and

**WHEREAS**, the Issuer further finds and determines that it is necessary and desirable in connection with the issuance of the 2011 Bonds to execute and deliver (i) a Trust Indenture dated as of December 15, 2011 (the “Indenture”), with UMB Bank, N.A., Wichita, Kansas trustee (the “Trustee”), prescribing the terms and conditions of issuing and securing the 2011 Bonds; (ii) a Lease dated as of December 15, 2011 (the “Lease”), with the Tenant in consideration of payments of Basic Rent and other payments provided for therein, (iii) a Bond Placement Agreement providing for the sale of the 2011 Bonds by the Issuer to the Tenant (the “BPA”); and (iv) an Administrative Service Fee Agreement between the City and the Tenant (the “Agreement”) (the Indenture, the Lease, the BPA and the Agreement are referred to collectively herein as the “Bond Documents”); and

**WHEREAS**, the Tenant will sublease all or a portion of the Project to Pulse Systems, Inc.;

**NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AS FOLLOWS:**

**Section 1. Authority to Cause the Project to be Acquired and Improved.** The Governing Body of the Issuer hereby declares that the Project, if in being, would promote the welfare of the Issuer, and the Issuer is hereby authorized to cause the Project to be acquired and improved all in the manner and as more particularly described in the Indenture and the Lease hereinafter authorized.

**Section 2. Authorization of and Security for the 2011 Bonds.** The Issuer is hereby authorized and directed to issue the 2011 Bonds, to be designated “City of Wichita, Kansas, Taxable Industrial Revenue Bonds, Series 2011 (Pulse Headquarters, LLC) (Taxable Under Federal Law)” in the aggregate principal amount of not to exceed \$6,000,000. The 2011 Bonds shall be dated and bear interest, shall mature and be payable at such times, shall be in such forms, shall be subject to redemption and payment prior to the maturity thereof, and shall be issued in the manner prescribed and subject to the provisions, covenants and agreements set forth in the Indenture. The 2011 Bonds shall be special limited obligations of the Issuer payable solely from the trust estate established under the Indenture, including revenues from the Lease of the Project. The 2011 Bonds shall not be general obligations of the Issuer, nor constitute a pledge of the full faith and credit of the Issuer and shall not be payable in any manner by taxation.

**Section 3. Lease of the Project.** The Issuer shall cause the Project to be leased to the Tenant pursuant to and in accordance with the provisions of the Lease in the form approved herein.

**Section 4. Execution of 2011 Bonds and Bond Documents.** The Mayor of the Issuer is hereby authorized and directed to execute the 2011 Bonds and deliver them to the Trustee for authentication on behalf of, and as the act and deed of the Issuer in the manner provided in the Indenture. The Mayor is further authorized and directed to execute and deliver the Bond Documents on behalf of, and as the act and deed of the Issuer in substantially the forms presented for review prior to final passage of this Ordinance, with such minor corrections or amendments thereto as the Mayor may approve, which approval shall be evidenced by his execution thereof, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the purposes and intent of this Ordinance and the Bond Documents. In the Mayor’s absence, the Vice Mayor or, in the Mayor’s or Vice Mayor’s absence, any Council member authorized to execute documents on behalf of the Mayor may perform the duties of the Mayor under this Ordinance. The City Clerk or any Deputy City Clerk of the Issuer is hereby authorized and directed to attest the execution of the 2011 Bonds, the Bond Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out the intent of this Ordinance under the Issuer’s official seal.

**Section 5. Further Authority.** The officers, agents and employees of the Issuer are hereby authorized and directed to take such action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out the provisions of this Ordinance and to carry out and perform the duties of the Issuer with respect to the 2011 Bonds and the Bond

Documents as necessary to give effect to the transactions contemplated in this Ordinance and in the Bond Documents.

**Section 6. Effective Date.** This Ordinance shall take effect from and after its final passage by the Governing Body of the Issuer, signature by the Mayor and publication once in the official newspaper of the Issuer.

**PASSED** by the Governing Body of the City of Wichita, Kansas, and approved by the Mayor on December 20, 2011.

CITY OF WICHITA, KANSAS

(Seal)

By \_\_\_\_\_  
Carl Brewer, Mayor

Attest:

By \_\_\_\_\_  
Karen Sublett, City Clerk

Approved as to form:

By \_\_\_\_\_  
Gary E. Rebenstorf, City Attorney

City of Wichita  
City Council Meeting  
December 13, 2011

**TO:** Mayor and City Council

**SUBJECT:** Ordinance appropriating the 2012 budget; ratifying the payment of claims against the 2011 budget

**INITIATED BY:** Department of Finance

**AGENDA:** New Business

---

**Recommendation:** Approve the Ordinance.

**Background:** Each year the City Council must appropriate and approve the spending of the next year's budget according to the approved budget and also authorize, approve and ratify the payments which have occurred against the current year budget.

**Analysis:** Kansas law requires the amounts established in the 2012 Adopted Budget be appropriated, authorizing the payment of all claims and charges. Payments of claims and charges against each fund shall all be made by a combination of checks and warrants, drawn by the Director of Finance and counter-signed by the City Manager and Treasurer as provided by law.

The payment of all claims and charges against respective accounts and funds provided in the budget for the year 2011 are also required to be authorized, ratified and approved.

The legal requirements can be met by passage of the presented ordinance.

**Financial Considerations:** Appropriation of the 2012 budgets as adopted in August 2011 is required prior to expending funds.

**Goal Impact:** The Internal Perspective is advanced by complying with state statutes and providing information to the Citizens of Wichita.

**Legal Considerations:** The Ordinance has been approved as to form by the Law Department.

**Recommendations/Actions:** It is recommended that the City Council approve the passage of the Ordinance.

ORDINANCE NO. 49-172

AN ORDINANCE APPROPRIATING THE AMOUNTS SET UP IN EACH FUND IN THE BUDGET; PROVIDING FOR THE PAYMENT OF ALL CLAIMS AND CHARGES AGAINST THE ACCOUNTS PROVIDED FOR THEREIN; AND APPROVING AND RATIFYING THE PAYMENT OF ALL CLAIMS AGAINST THE ACCOUNTS.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

SECTION 1. That there is hereby appropriated the amounts set up in each fund in the budget for the fiscal year 2012 for the payment of all claims and charges against each fund. Payments of all claims and charges against each fund shall be made by combination of checks and warrants, drawn by the Director of Finance and counter-signed by the City Manager and Treasurer as provided by law, provided, however, that such officers shall at all times comply with the provisions of the Budget Law and the Cash Basis Law of the State of Kansas.

SECTION 2. That the payment of all claims and charges against the respective accounts and funds provided in the budget for the year 2011 are hereby authorized, ratified and approved.

SECTION 3. It is hereby attested that in order to maintain the public services essential for the citizens of this city in the budget year 2012, it will be necessary to utilize property tax revenue in an amount exceeding the revenues expended in the budget year 2011. The estimated amount of increased property tax revenue is \$730,889.

SECTION 4. This Ordinance shall take effect and be in force from and after its passage and publication once in the official city paper.

PASSED by the Governing Body of the City of Wichita, Kansas, this 20th day of December, 2011.

---

Carl Brewer, Mayor

ATTEST: (SEAL)

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Karen Sublett, City Clerk

Approved as to Form:

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Gary Rebenstorf,  
City Attorney and Director of Law

City of Wichita  
City Council Meeting  
December 13, 2011

**TO:** Mayor and City Council

**SUBJECT:** Water Metering & Billing Improvement Plan

**INITIATED BY:** Public Works & Utilities Department

**AGENDA:** New Business

---

**Recommendation:** Approve the contract.

**Background:** Multiple issues with water and sewer bills have resulted from untimely and inaccurate reads of water meters. Although some of the issues have been caused by staffing and weather changes, other problems have been related to meter equipment, Automated Meter Reading (AMR) technology, and processes used to develop and distribute customer bills.

During the water and sewer rate meetings, customers expressed the need to fix the billing issues; many regard it as one of the highest priorities of the utilities. The City solicited proposals to study the entire process of when the water enters a meter to when a customer receives a bill, in order to determine how to ensure a lasting resolution of the billing issues. The study will result in a series of short-term recommendations that can be implemented within two months. The full study is expected to be completed by July 15, 2012.

This effort will serve as the foundation for future investment in the meter infrastructure. The proposed CIP includes \$16.4 million for meter improvements through 2012, and this study will ensure that the City is heading in the right direction by procuring high caliber equipment.

**Analysis:** A Staff Selection Committee comprised of representatives from Finance, Purchasing, the City Manager's Office, Law, Planning, and Public Works & Utilities reviewed the three proposals received by the City. Two firms were selected for interviews.

ARCADIS US, Inc. is unanimously recommended by the Staff Selection Committee. The firm has more than 300 offices worldwide and 16,000 staff. The consultant team is well-qualified to test the current meter equipment, review the billing work processes, and analyze the effectiveness of current software.

Included in the approach is a rigorous sampling of meters and testing at a meter facility in Colorado – this will identify the type of equipment in which the City should invest. The consultant team also possesses expertise that has solved similar billing and work process problems in other utilities.

**Financial Considerations:** The water metering and billing improvement plan will cost up to \$196,100 and will be paid for by the Water and Sewer Funds.

**Goal Impact:** This action affects the efficient infrastructure goal.

**Legal Considerations:** The contract has been approved as to form by the Law Department.

**Recommendations/Actions:** It is recommended that the City Council approve the contract with ARCADIS US, Inc. in the amount of \$196,100.

**Attachments:** Contract with Arcadis, Inc. for FP 130066 – Water Metering & Billing Improvement Plan for the City of Wichita.

**CONTRACT  
for  
Water Metering & Billing Improvement Plan**

**THIS CONTRACT** entered into this 13<sup>th</sup> day of December, 2011, by and between the **CITY OF WICHITA, KANSAS**, a municipal corporation, hereinafter called "**CITY**", and **ARCADIS U.S., Inc.**, Telephone Number (602) 241-1770 hereinafter called "**CONTRACTOR**".

**WITNESSETH:**

**WHEREAS**, the **CITY** has solicited proposals for a Water Metering & Billing Improvement Plan (Formal Proposal – FP130066); and

**WHEREAS**, **CONTRACTOR** has submitted the proposal most beneficial to the **CITY** and is ready, willing, and able to provide the commodities and/or services required by the **CITY**.

**NOW, THEREFORE**, the parties hereto agree as follows:

1. **Scope of Services.** **CONTRACTOR** shall provide to the **CITY** all those commodities and/or services specified in its response to Formal Proposal Number – FP130066, which are incorporated herein by this reference the same as if it were fully set forth. The proposal package, including all specifications, plans and addenda, provided by the City of Wichita as part of the proposal letting process for Formal Proposal – FP130066, shall be considered a part of this contract and is incorporated by reference herein.

2. **Compensation.** **CITY** agrees to pay to **CONTRACTOR** a not-to-exceed fee of \$196,100 for the Water Metering & Billing Improvement Plan as per the proposal, plans, specifications, addenda and Contractor's proposal of FP130066 and as approved by the City Council on December 13, 2011. Monthly invoices will be provided to the **CITY** by the **CONTRACTOR** and will be based on the billing rates and labor hours expended on each task.

3. **Term.** The term of this contract shall be from December 14, 2011 through July 15, 2012. This contract is subject to cancellation by the **CITY**, at its discretion at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to **CONTRACTOR**.

4. **Indemnification and Insurance.**  
a. **CONTRACTOR** shall save and hold the **CITY** harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of **CONTRACTOR**, its officers, agents, servants, or employees, occurring in the performance of its services under this Contract, or arising from any defect in the materials or workmanship of any product provided in the performance of this Contract.

b. **CONTRACTOR** will carry insurance coverage during the term of this contract and any extensions thereof in the amounts and manner provided as follows:

1. Comprehensive General Liability covering premises—operations, xcu (explosion, collapse and underground) hazards when applicable, Product/Completed operations, Broad Form Property Damage, and Contractual Liability with minimum limits as follows:

Bodily Injury Liability	\$500,000 each occurrence
	\$500,000 each aggregate



Property Damage Liability	\$500,000 each occurrence \$500,000 each aggregate
Or	

Bodily Injury and Property Damage Liability (Combined Single Limit)	\$500,000 each occurrence \$500,000 each aggregate
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2. Comprehensive Automobile Liability – All Owned, Non-Owned, and Hired vehicles with minimum limits as follows:

Bodily Injury Liability	\$500,000 each accident
Property Damage Liability	\$500,000 each accident

Or

Bodily Injury and Property Damage Liability (Combined Single Limit)	\$500,000 each accident
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3. Workers' Compensation                      limits as set by statute

Employers Liability	\$100,000 each accident \$500,000 aggregate \$100,000 occupational disease
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The Insurance Certificate must contain the following:

A.        Statement that the Contractual Liability includes the Liability of the City of Wichita assumed by the Contractor in the contract documents.

B.        Cancellation – should any of the above policies be canceled before the expiration date thereof the **CONTRACTOR** will mail, in accordance with its policy, written notice to certificate holder.

5.        **Independent Contractor.** The relationship of the **CONTRACTOR** to the **CITY** will be that of an independent contractor. No employee or agent of the **CONTRACTOR** shall be considered an employee of the **CITY**.

6.        **Changes to Scope.** At any time after execution of this Agreement, **CONTRACTOR** may request changes in ARCADIS Services consisting of additions, deletions, and revisions within the general scope of services being performed by **CONTRACTOR** under this Agreement and/or any applicable Work Authorizations. Whenever a change in the scope and/or time for performance of services occurs, or if the **CITY** has notified the **CONTRACTOR** of a change, the **CONTRACTOR** shall submit to the **CITY** within a reasonable time a written estimate of the changes in cost and/or schedule, with supporting calculations and pricing. Pricing shall be in accordance with the pricing structure of this Agreement.

7.        **Termination.** The **CONTRACTOR** is entitled to terminate this agreement upon failure of the **CITY** to comply with any of the terms and conditions of this Agreement.

8.        **Site Access.** During the term of this Agreement, the **CITY** shall grant to or cause to be made available to the **CONTRACTOR** reasonable and necessary nonexclusive access to any location as necessary for purpose of allowing the **CONTRACTOR** to perform the Services and fulfill its obligations under this Agreement. The **CITY** shall immediately notify the **CONTRACTOR** if the **CITY** is unable to obtain necessary access within a timely manner. Should the **CONTRACTOR** be obstructed or delayed in the commencement, performance or

completion of the Work, without fault on its part, by reason of not having full access to the location, and then the **CONTRACTOR** will be entitled to an adjustment in compensation and/or an extension in the completion time requirements.

9. **Compliance with Laws.** **CONTRACTOR** shall comply with all laws, statutes and ordinances which may pertain to the providing of services under this Contract.

10. **No Assignment.** The services to be provided by the **CONTRACTOR** under this Contract are personal and cannot be assigned, sublet or transferred without the specific written consent of the **CITY**.

11. **Non-Discrimination.** **CONTRACTOR** shall comply with all applicable requirements of the City of Wichita Revised Non-Discrimination and Equal Employment /Affirmative Action Program Requirements Statement for Contracts or Agreements attached hereto as Exhibit A.

12. **Third Party Rights.** It is specifically agreed between the parties that it is not intended by any of the provisions of any part of this Contract to create the public or any member thereof a third-party beneficiary hereunder, or to authorize anyone not a party to this Contract to maintain a suit for damages pursuant to the terms or provisions of this Contract.

13. **No Arbitration.** The **CONTRACTOR** and the **CITY** shall not be obligated to resolve any claim or dispute related to the Contract by arbitration. Any reference to arbitration in bid or proposal documents is deemed void.

14. **Governing Law.** This contract shall be interpreted according to the laws of the State of Kansas.

15. **Representative's Authority to Contract.** By signing this contract, the representative of **CONTRACTOR** represents the he or she is duly authorized by **CONTRACTOR** to execute this contract, and that **CONTRACTOR** has agreed to be bound by all its provisions.

**IN WITNESS WHEREOF**, the parties have set their hands the day and year first above written.

**ATTEST:**

**CITY OF WICHITA, KANSAS**

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Karen Sublett  
City Clerk

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Carl G. Brewer  
Mayor

**APPROVED AS TO FORM:**

**ARCADIS U.S., Inc.**

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Gary E. Rebenstorf  
Director of Law

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Stephen Davis  
Vice President

## **EXHIBIT A**

### **REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS**

During the term of this contract, the contractor or subcontractor, Contractor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination-Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, Contractor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
  - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
  - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
  - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
  - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
  - 5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or Contractor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination-Equal Employment Opportunity/Affirmative Action Program Requirements:
  - 1. The Contractor, supplier, contractor or subcontractor shall practice Non-Discrimination-Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for

training, including apprenticeship. The contractor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;

2. The Contractor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the Contractor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
3. The Contractor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination-Equal Employment Opportunity Requirements. If the Contractor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the Contractor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
4. The Contractor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subcontractor or subsupplier.
5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, Contractors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those Contractors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, Contractor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

City of Wichita  
City Council Meeting  
December 13, 2011

**To:** Mayor and City Council

**Subject:** 2012 State and Federal Legislative Agenda

**Initiated By:** City Manager's Office

**Agenda:** New Business

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**Recommendation:** Approve the 2012 State and Federal Legislative Agendas.

**Background:** Each year, City Departments are asked to submit requests for consideration in the state and federal legislative agendas. Those suggestions, along with other issues developed by community partners such as Visioneering Wichita and the south-central Kansas Regional Economic Area Partnership (REAP), are evaluated for inclusion in the agendas. Once approved, the agendas will be published on the City's website, and circulated to the state and federal legislative delegations. Legislative strategies will be developed to secure positive outcomes for the respective agenda. The federal agenda will be formally presented to the Congressional delegation during the City Council's annual visit to Washington, D.C., for the National League of Cities conference.

**Analysis:** The presentation contains both the state and federal agendas. Each of the two agendas contains requests for appropriations and policy actions that relate to municipal practices, water quality and supply, transportation, flood control, and various issues of community-wide interest. The state legislative list includes a number of issues that are important to municipal operations and the general welfare of the community. The federal list does not include any earmark requests. Funding from existing authorizations and budgets is recommended for some projects. Both lists may be expanded as additional issues evolve before the State Legislature and Congress. Legislative action on both the federal and state agendas would take place prior to the end of the 2013 federal fiscal year on Sept. 30, 2013, and the 2013 state fiscal year on June 30, 2013.

**Financial Consideration:** Some federal requests will require a commitment of local resources to fulfill the project's objectives. None of the projects on the list include a formal commitment of local matching funds beyond existing authorizations.

**Goal Impact:** The adopted goals for the City of Wichita include: Provide a safe and secure community; promote economic vitality and affordable living; ensure efficient infrastructure; enhance quality of life, and support a dynamic core area and vibrant neighborhoods. The proposals in the 2012 Federal and State Legislative Agendas address all five goals.

**Legal Consideration:** The Law Department has reviewed the legislative agendas. Contracts and/or memorandums of understanding will be initiated as needed for fulfillment of federal and state funding appropriations.

**Recommendation/Actions:** It is recommended that the City Council approve the 2012 State and Federal Legislative Agendas.

**Attachment:** Summation of the 2012 state and federal legislative agenda.



# 2012 State/Federal Legislative Agenda

Submitted for City Council Approval

Dec. 13, 2011

Dale Goter, Government Relations Manager

## STATE AGENDA:

Equus Beds Aquifer Storage and Recovery Project: Support FY2013 state funding of \$1 million.

Water Quality: Promote science-based, common sense policies that protect the safety of the region's water supply while recognizing that the region's job creation potential should not be unnecessarily jeopardized.

Water Governance: The City of Wichita encourages a reevaluation of state water policy and governance, including the collection and distribution of Water Fund revenue and the legislative process for adoption of the annual Kansas Water Authority budget (Carryover from 2011)

Affordable Airfares: Support continued state funding of Kansas Affordable Airfares.

NIAR/NCAT: Support continued state funding as requested by the local aviation industry and the Sedgwick County Technical Advisory Committee.

Municipal Court Debt Collection: Support state legislation that allows the collection fee to be added to the judgment against the debtor when collected through the state's "Set-Off" program.

Temporary Entertainment District (TED): Support amendment to current law which restricts TEDs to three days. The amendment would allow special events to establish a TED for nine days.

Traffic Safety Corridor (TSC): Allow the creation of TSCs along certain high-risk state roadways such as the Kellogg Corridor. Under a TSC, traffic fines are doubled and the revenue supports a newly-created state fund for safety measures.

RICO legislation: Support legislative change that allows local communities to use RICO methods to fight repeat offenders and gang violence.

Immigration: Oppose state illegal immigration measures that place unreasonable burdens on local government.

Economic Development: Support local governments' continued authority to use existing economic incentives.

Workforce Development: Support state funding to maintain the knowledge-based highly skilled workforce that ensures the region's competitive manufacturing cluster can continue to compete in an increasingly global environment. A quality workforce is our community's single greatest economic development asset and the key to future economic growth. Special attention should be given to the education pipeline that prepares students for post-secondary engineering and technical education programs. A workforce development strategy for local communities and the State of Kansas should acknowledge the challenge of an increasingly diverse student population and the need to replace 5,000 skilled aviation workers who will leave the workforce in the next several years.

Tax Reform: Encourage the Governor and Kansas Legislature to evaluate the impact of any major tax reform measure on local governments. Changes in state tax policy should not occur at the expense of local governments by shifting responsibilities and fiscal obligations from the state to local taxpayers.

League of Kansas Municipalities agenda: Support LKM agenda items that are consistent with City of Wichita positions. <http://www.lkm.org/smp/2012-municipal-policy-draft.pdf>

Community Agenda/Visioneering/REAP: Support Visioneering Wichita/REAP agendas:

- Affordable Airfares
- NIAR National Institute for Aviation Research
- NCAT National Center for Aviation Training
- Equus Beds ASR (\$1 million annual/8 yrs)
- Reauthorization 1998 Workforce Reinvestment Act (REAP)



## FEDERAL AGENDA:

Equus Beds Aquifer Storage and Recovery Project: Encourage appropriation of \$22.3 million in remaining eligibility from 2006 Congressional authorization.

Aircraft industry taxation: Opposition to federal tax changes that discourage general aviation sales.

Mid-Continent Air Terminal: Encourage federal funding from existing programs.

Community Development Block Grants: Support funding job opportunities for low income youth and adults and "Project Rebuild" which targets blighted residential and commercial properties.

Flood Control: Support reconsideration of FEMA funding for the Dry Creek Overflow Detention Facility.

Air Quality: Support continued analysis of the necessity for more stringent ozone standards for the City of Wichita.

Community Access Preservation (CAP) Act: Support federal legislation that requires cable operators to remit up to 2 percent of their video revenue to local governments as a dedicated source of funding for the local PEG channel (City7).

National League of Cities Agenda: Support NLC agenda when consistent with City of Wichita positions. Current NLC agenda includes: Fix Broken Immigration System; Invest in Transportation Infrastructure; Support Community Development Block Grants/Create Hometown Jobs.



**City of Wichita  
City Council Meeting  
December 13, 2011**

**TO:** Mayor and City Council Members

**SUBJECT:** 2012 Contract Renewal with Go Wichita Convention & Visitors Bureau

**INITIATED BY:** Division of Arts & Cultural Services

**AGENDA:** New Business

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**Recommendation:** It is recommended that the City Council approve the contract between the City of Wichita and The Wichita Convention & Tourism Bureau, Inc. d/b/a Go Wichita Convention & Visitors Bureau.

**Background:** Fiscal year 2011 brought success to Go Wichita Convention & Visitors Bureau (Go Wichita). Go Wichita met its primary goal of securing 125,000 convention room nights and generated motor coach overnight tours and day trips in excess of 1,400 room nights and 1,700 passengers, respectively. Meetings hosted during 2011 brought an economic impact of \$42 million to the local economy and room nights secured for future years represent a future economic impact of over \$44 million. Go Wichita successfully hosted major conventions such as the Society of Decorative Painters International Conference & Expo, International Association of Fire Chiefs Missouri Valley Division Annual Meeting and the North American Securities Administrators Annual Meeting. Wichita also hosted the NCAA Women's Division I Basketball Championships and USATF National Junior Olympic Track & Field Championships. Membership, in-kind, and private sponsorship dollars collected in 2011 reached \$300,000.

During 2011, Go Wichita continually updated its website to capitalize on the increasing use of the web for travel planning and while traveling. Go Wichita advertising included regional television ad placements, which generated more than 20 million impressions. Go Wichita placed more than 134 advertisements in 64 local, state, regional and national publications which generated over 11 million impressions and more than 10,000 requests for visitor information. Go Wichita also expanded the use of online advertising opportunities which resulted in an estimated 27 million impressions, which encouraged potential visitors to check out the Go Wichita website. Go Wichita continued to expand the use of social networking web sites and currently has a following of nearly 3,000 Facebook fans and more than 2,800 Twitter followers.

**Analysis:** The contract for the current fiscal year was negotiated with City staff and representatives from Go Wichita Convention and Visitors Bureau. The results are a proposed 2012 contract with performance goals for Go Wichita outlined in "Exhibit B." Exhibit B includes relevant and measurable goals in a performance matrix format. Go Wichita continues to strive to exceed its base goals while working to secure larger conventions approximately every 5 years.

In an effort to make it possible to bring different conventions and special events to Wichita, the City Council established a "Convention Promotion Contingency" allocation in the annual budget as part of the Tourism and Convention Fund. It is earmarked to fund special activities as deemed

appropriate by Go Wichita. A few of the past recipients of sponsorships from this fund include the Society of Decorative Painters, Midwest Catholic Family Conference, Kansas Farm Bureau, USATF National Junior Olympics, Kansas State High School Activities Association, and the Prairie Fire Marathon. Go Wichita has attached a \$150,000 contingency funding request for 2012 to support Go Wichita's efforts in attracting convention groups and events to the Wichita area.

**Financial Considerations:** The sole funding source for the Tourism & Convention Fund comes from a six percent transient guest tax on hotel and motel rooms in Wichita. The 2012 Adopted Budget includes an annual allocation for Go Wichita in the amount of \$2,186,390, which is to be paid from the Tourism & Convention Fund. The City agrees to advance Go Wichita \$182,199 each month.

Go Wichita may also receive up to \$100,000 in matching funds if its private fund exceeds the 2012 baseline goal of \$200,000. In addition, the sponsorships in Exhibit C may be reimbursed up to \$150,000 of the Convention Promotion Contingency allocation, which is also financed from the Tourism & Convention Fund.

**Goal Impact:** Economic Vitality and Quality of Life. This project impacts Wichita's economic development by having a direct correlation to the vitality and success of the tourism and service industries. Go Wichita helps to promote attendance at various cultural attractions and events.

**Legal Considerations:** The Law Department has reviewed and approved the contract as to form.

**Recommendations/Actions:** It is recommended that the City Council approve the contract.

**Attachments:** Original signed contract with attachments:

Exhibit A – Non-discrimination Statement

Exhibit B – 2012 Performance Criteria

Exhibit C – 2012 Sponsorships – Convention & Promotion Contingency

## EXHIBIT B

### Go Wichita Convention & Visitors Bureau 2012 Performance Criteria

It is mutually agreed and understood by the City of Wichita and the Wichita Convention and Tourism Bureau, Inc., d/b/a/ Go Wichita Convention & Visitors Bureau, hereinafter referred to as the "City" and "Go Wichita respectively, that the execution of this contract commits Go Wichita to the following goal statements and objectives.

#### MISSION STATEMENT

The mission of the Go Wichita Convention & Visitors Bureau is to market the Greater Wichita Area as a destination, thereby enhancing the economic development of the city, county, region and state.

#### ECONOMIC IMPACT

Tourism impacts the Wichita economy in several ways including bringing new dollars into the Wichita area, generating tax revenue and creating jobs. Go Wichita periodically conducts research to measure economic impact. According to our latest study:

- Domestic travelers directly spent nearly \$702 million in the Wichita MSA during 2008. Nearly \$636 million of this was in Sedgwick County.
- Visitors pay Lodging tax, State Sales tax and County Sales tax - taxes paid by visitors represent taxes that do not have to be paid by Wichita residents. During 2008 domestic traveler spending in Sedgwick County generated \$56 million in tax revenue.
- Domestic travel expenditures directly generated 11,800 jobs within the Wichita MSA during 2008. 10,400 of these jobs are in Sedgwick County.

Note: Information is from The Economic Impact of Travel on the Wichita MSA, 2008. A Study Prepared for Go Wichita by the Research Department of the U.S. Travel Association.

#### **OBJECTIVE #1: Go Wichita will generate convention/meeting and travel trade business for Wichita.**

1. Convention Sales Future Bookings (Conventions booked from Jan 1-December 31, 2012)

##### **2012 Goal: Generate 127,500 room nights**

	2007	2008	2009	2010*	2011 (Forecast)	2011 Goal	2012 Goal
Room Nights Secured:	106,071	111,908	124,721	136,568	125,000	125,000	127,500
Summation of Bookings:	604,268						
Benchmark (5 yr avg.):	120,854						

\*2010 included USATF booking of 11,000 room nights

2. Tourism Sales Bookings (Tours hosted from Jan 1-December 31, 2012).

a. Motorcoach Overnight Tours:

**2012 Goal: Generate Motorcoach overnight Tours utilizing a total of 2,000 room nights**

	2007	2008	2009	2010	2011 (Forecast)	2011 Goal	2012 Goal
Motorcoach Room Nights Secured:	1,877	1,482	1,516	886	1,200	1,000	1,385
*Performance Group Room Nights Secured:		1,605	494	830	200	1,000	615
Total Room Nights Secured:	1,877	3,087	2,010	1,716	1,400	2,000	2,000
Summation of Bookings:	10,090						
Benchmark (5 yr avg.):	2,018						

\* 2008 is the first year we have tracked/serviced this market segment.

b. Motorcoach Day Trips:

**2012 Goal: Generate Motorcoach Day Trips for a total of 3,000 passengers**

	2007	2008	2009	2010	2011* (Forecast)	2011 Goal	2012 Goal
Day Trip Passengers:	3,105	4,781	3,719	5,033	1,700	4,000	3,000
Crown Uptown - Church Basement Ladies performance		2,007		1,930	-		
Day Trip Passengers net of Large Bookings:	3,105	2,774	3,719	3,103	1,700	4,000	3,000
Summation of Typical Passengers:	14,401						
Benchmark (5 yr avg.):	2,880						

\*2011 results were impacted by the Crown Uptown Theatre closing in June of 2011 (loss of approx 600 passengers).

**OBJECTIVE #2: Go Wichita will implement a multi-faceted marketing program promoting the Greater Wichita Area as a destination.**

1. Increase reach to regional television viewers

**2012 Goal: 20,000,000 viewer impressions**

	2008 Viewers	2009 Viewers	2010 Viewers	2011 Viewers Forecast	2011 Viewers Goal	2012 Viewers Goal
Kansas Ads:	20,606,643	33,000,000	25,740,720	20,105,650	20,000,000	20,000,000
*Wichita-specific Ads:		4,195,000	10,868,220	-	4,500,000	

Note: Go Wichita participates in the Kansas Travel & Tourism (KST&T) co-op television advertising campaign. Results are influenced by number of participating CVBs throughout the state. The 2012 goal was established based on 2011 participation.

\* During 2009 and 2010 we tracked both ads as a whole as well as the Wichita-specific ads. No Wichita-specific ads were placed during 2011. Currently no Wichita-specific ads are planned for 2012, however, depending on cost this may be added.

2. Increase regional and statewide billboard impressions

**2012 Goal: 30,000,000 impressions**

2007 Impressions	2008 Impressions	2009* Impressions	2010 Impressions	2011 Impressions Forecast	2011 Impressions Goal	2012 Impressions Goal
122,838,560	130,240,734	37,799,096	29,846,152	29,846,140	30,000,000	30,000,000

\*During 2009, as part of the new advertising campaign, the billboard campaign was evaluated with our advertising agency and the number of billboards was reduced.

3. Increase quality national, regional and statewide print advertising impressions

**2012 Goal: 12,000,000 impressions**

2007 Impressions	2008 Impressions	2009 Impressions	2010 Impressions	2011* Impressions Forecast	2011 Impressions Goal	2012 Impressions Goal
14,423,930	12,726,221	15,038,494	18,720,997	11,363,929	14,000,000	12,000,000

Note: In past years, when reporting print impressions, online advertising has been combined with print advertising. In 2010 we began to report online advertising as a separate category.

\*The 2011 goal anticipated that we would advertise in the Midwest Vacation Guide Insert as we have done in previous years. Our strategy changed based on direction from Sullivan Higdon and Sink and we did not advertise in the Midwest Vacation Guide. This resulted in decreased impressions for 2011 and impacted our goal for 2012.

4. Increase online advertising impressions

**2012 Goal: 25,000,000 impressions**

2010 Impressions	2011 Impressions Forecast*	2011 Impressions Goal	2012 Impressions Goal
6,525,345	27,000,000	8,500,000	25,000,000

Note: Online advertising impressions is a new category that Go Wichita began tracking in 2010.

\*The 2011 online advertising impressions are much higher than the goal due to a new strategy which included increased search engine marketing (SEM), online display ads, and a Facebook ad campaign. This same strategy will be followed for the 2012 online ad placements.

5. Increase state and regional radio impressions

2008 Impressions	2009 Impressions	2010 Impressions
903,100	709,900	960,000

Note: Go Wichita did not participate in radio advertising during 2011 and none is anticipated for 2012.

6. Increase website page views and visits

**2012 goal: 170,000 unique visits generating 467,500 page views**

	2009	2010	2011 Forecast	2011 Goal	2012 Goal
Visits	81,448	108,471	153,351	132,500	170,000
Page Views	444,268	445,538	421,715	500,000	467,500
Interactive Visitor Guide visits	2,462	1,420	5,960	4,000	6,000



7. Increase number of Media Placement Initiatives with national and regional media and travel writers

**2012 Goal: 36 Media Placement Initiatives with 75 articles published**

	2010	2011 Forecast	2011 Goal	2012 Goal
Media Placement Initiatives	36	36	36	36
Regional & National Articles Published	50*	35	75*	75

Note: Beginning in 2010, as part of our marketing objective, Go Wichita began setting goals for Media Placement Initiatives made to national and regional media and travel writers. This includes all media outside of the local Wichita area as well as all travel writers.

\* Updated to reflect only Regional & National Articles Published. Local articles are now tracked in objective 3.2.

**OBJECTIVE #3: G Wichita will generate positive awareness of tourism as an industry and build community support for Go Wichita, and it's mission, vision and goals.**

1. Hospitality Training Program

	2006	2007	2008	2009*	2010	2011 Forecast	2011 Goal	2012 Goal
Sessions	7	6	6	1	5	5	6	4
Participants	129	74	119	6	60	33	120	n/a
Certifications	40	21	29	6	52	23	110	n/a

\*In order to update the program, hospitality training was suspended for a portion of 2009.

2 Local Media Responses

	2010	2011 Forecast	2011 Goal	2012 Goal
LMR	26	36	50	50
Local Pitches	54*	65	n/a	65
Local Articles	88*	100	100*	100

Note: We began tracking Local Media Responses (LMR) as a separate category in 2010. LMRs are responses to the local Wichita area media on various tourism related issues.

\*Restated to include Local Media Pitches and Local Articles.

**OBJECTIVE #4: Go Wichita will provide film and production crew assistance.**

2007	2008	2009	2010	2011 Forecast	2011 Goal	2012 Goal
57	61	26	24	42	40	50

Note: Go Wichita has traditionally tracked the number of leads for film and production crew assistance. In 2009 we began tracking responses to leads. In 2012 Go Wichita plans to partner with the Tallgrass Film Association to grow film and production opportunities.

**OBJECTIVE #5: Go Wichita will secure additional private funding resources to augment the Go Wichita's transient guest tax allocation.**

1. In-Kind Contributions

2012 Goal: **\$75,000** of in-kind contributions from hospitality industry partners to augment the Go Wichita's marketing efforts

	2007	2008	2009	2010	2011 (Forecast)	2011 Goal	2012 Goal
In-kind Donations:	\$ 172,033	\$ 105,889	\$ 132,444	\$ 58,488	\$ 45,000	\$ 125,000	\$ 75,000
Summation of Typical Gift value:	\$ 513,854						
Benchmark (5 yr avg.):	\$ 102,771						

2. Cash Contributions

2012 Goal: **\$325,000** in private revenues. The City of Wichita agrees to match each dollar collected above \$200,000, not exceeding \$100,000 in additional matched funds.

	2007	2008	2009	2010	2011 (Forecast)	2011 Goal	2012 Goal
Private Revenues:	\$ 317,154	\$ 304,912	\$ 269,910	\$ 275,352	\$ 260,000	\$ 350,000	\$ 325,000
Summation of Private Revenue:	\$ 1,427,328						
Benchmark (5 yr avg.):	\$ 285,466						

**OBJECTIVE #6: Go Wichita will support and influence the development and maintenance of accommodations, facilities, attractions and infrastructure that are consistent with the Go Wichita's mission statement and that meet the needs of visitors.**

**Industry Indicators**

The Go Wichita will quarterly track the following industry indicators which reflect the economic growth and impact of tourism in the area.

- Transient Guest Tax Revenues
- Hotel Occupancy Rate
- Hotel Average Daily Rate (ADR)
- Report quarterly and yearly historical comparison at area attractions

2012 Operating Budget	
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2012 Approved Budget	<u>\$ 2,186,390</u>
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Monthly Advance	<u>\$ 182,199.17</u>
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**1. Method of Payment**

The Go Wichita agrees payments under this contract shall be in accordance with established budgetary, purchasing and accounting procedures of the city of Wichita.

- 1.1. The City agrees to advance Go Wichita 1/12th of the approved Operating Budget on the first Friday of each month. Go Wichita, upon closing their month-end books, will submit an invoice for all monthly expenditures to the City for approval. The City may request additional justification regarding items submitted for payment and may decline payment for items not related to the promotion of convention and tourism in the City of Wichita. All billings are subject to discussion and resolution by and between the City Manager and the President/CEO of the Go Wichita,, or their representatives. All final billings and payments will be reconciled at year-end. The City, at the Go Wichita's request, will consider additional funding for special tourism projects that will enhance tourism initiatives.

2. **Information to be provided by Go Wichita to the City**

- 2.1. A monthly printout, which reflects all actual expenditures by line item and program expenditure.
- 2.2. An annual audit conducted by an independent Certified Public Accountant, which is in accordance with generally accepted audit standards.  
For the 2011 annual audit, the audit firm of BKD, LLP has been retained by the Go Wichita.
- 2.3. Go Wichita will provide to the City Appointed Board Representative a copy of the Board of Directors minutes.

3. **Inventory**

The Go Wichita shall maintain in its office and file with the City an up-to-date inventory list of all personal property, e.g. furniture, fixtures, equipment, etc. purchased with transient guest tax funds and used for the administration of the program or in the administration of a project operated in conjunction with the contract. Such inventory list must identify each item purchased, state the physical location of same, the cost of each item, the date purchased and the City of Wichita inventory seal number must be affixed to each item. Authorized additional items purchased during the contract year shall be reported to the City within 30 days of receipt.

Go Wichita shall be responsible for conducting a physical inventory of each of the inventoried items with its final report for the contract year, certifying in written form that all such inventory items are in the possession of the Go Wichita. No inventory items may be disposed of in any fashion without the prior written approval of the City.

4. **Program Progress Reports**

The Go Wichita as part of its obligation under section 3 of this contract shall submit a quarterly report to the City of Wichita for the quarters ending March 31, June 30, September 30, and December 31. These reports shall be due in the City Manager's Office in order to provide the City with the information to evaluate the Performance Criteria section of this contract. This report shall be submitted no later than 45 days following the end of each quarter.

**WICHITA CONVENTION AND TOURISM BUREAU, INC.**

**THIS CONTRACT** entered into this December 13, 2011 by and between the City of Wichita, Kansas (hereinafter referred to as the City) and Wichita Convention and Tourism Bureau, Inc. (hereinafter referred to as “Go Wichita”).

**WHEREAS**, the City by Charter Ordinance has instituted a Transient Guest Tax, the revenues from which are available for expenditure for convention and tourism activities located within the City and County; and

**WHEREAS**, the City believes that as a result of professional, promotional sales and services, convention and tourism can be increased; and

**WHEREAS**, the City desires to engage Go Wichita to render certain itemized professional services and activities hereinafter described; and

**WHEREAS**, Go Wichita warrants that it employs, and throughout the duration of this contract will continue to employ, professional staff capable of providing those services and activities occurring within the City; and

**WHEREAS**, Go Wichita further warrants that it possesses the fiscal and administrative capability necessary to account for and to expend all City funds provided in compliance and conformance with the terms and conditions of this contract; and

**WHEREAS**, the City desires to generate new dollars in the Wichita area economy through the promotion of Wichita as a convention and visitor destination.

**NOW, THEREFORE**, the contracting parties do mutually agree as follows:

**SECTION 1. SCOPE OF SERVICES.** Go Wichita, assuming responsibility for the implementation of actual operation of a certain project herein specified, shall perform services in a satisfactory and proper manner as determined by the City and outlined per Exhibit B.

In addition, Go Wichita will support a joint marketing venture with other agencies receiving Transient Guest Tax funds and will not charge other City-affiliated museums or attractions such as, but not limited to, the Wichita Art Museum, Botanica, the Mid-America All-Indian Center, Old Cowtown Museum, Wichita-Sedgwick County Historical Museum, the Kansas Aviation Museum, and the Kansas African American Museum, fees to participate in Go Wichita’s marketing or membership activities.

**SECTION 2. TIME OF PERFORMANCE.** The services of Go Wichita are to commence as soon as practicable after the date of this contract, and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of this contract through a period of twelve months ending no later than December 31, 2012.

### **SECTION 3. RECORDS, REPORTS AND INSPECTION**

**A. Establishment and Maintenance of Records.** Go Wichita shall establish and maintain records as prescribed by the City (with respect to all matters covered by this contract). Except as otherwise authorized by the City, Go Wichita shall retain such financial records for a period of three years after receipt of the final payment under this contract or termination of this contract.

**B. Documentation of Costs.** All costs with respect to the services per Exhibit B shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this contract shall be clearly identified and readily accessible.

**C. Reports and Information.** Go Wichita, at such times and in such forms as the City may require, shall furnish to the City such statements, records, reports, data and information as the City may request pertaining to matters covered by this contract. Go Wichita will submit said reports on the date(s) designated by the City. In addition, Go Wichita will submit all regularly required reports as itemized on Exhibit B on the due dates established therein.

**D. Audits and Inspections.** Go Wichita shall at any time during normal business hours and as often as the City may deem necessary make available to the City for examination all of its records and data with respect to all matters covered by this contract and shall permit the City or its designated authorized representative to audit and inspect all invoices, materials, payrolls, records of personnel conditions of employment and other data relating to all matters covered by this contract. Go Wichita, within 120 days from the date of expiration of this contract shall furnish to the City an annual fiscal audit prepared by an independent Certified Public Accountant as to the compliance of all stipulations in this contract and its exhibits.

**SECTION 4. CONFLICT OF INTEREST.** Members of the Board of Directors of Go Wichita shall abstain from any action in regard to a pending matter before the Board of Directors that will affect any business in which such Director has a substantial interest as defined in K.S.A. 75-4301.

**SECTION 5. DISCRIMINATION PROHIBITED.** No recipient or proposed recipient of any funds, services or other assistance under the provisions of this contract or any program related to this contract shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds made available through this contract on the grounds of race, color, national origin, ancestry, religion, sex or age. (Reference Title VI of the Civil Rights Acts of 1964 Pub. L. 88-352). Go Wichita further agrees to implement and comply with the "Revised Non-

Discrimination and Equal Employment Opportunity/Affirmative Action Program Requirements Statement for Contracts or Agreements” as provided in Exhibit A attached hereto.

**SECTION 6. COMPLIANCE WITH LOCAL LAWS.** All parties shall comply with all applicable laws, ordinances, codes and regulations of the State of Kansas and local governments with respect to the services per Exhibit B.

**SECTION 7. ASSIGNABILITY.** Go Wichita shall not assign any interest in this contract without prior written consent of the City.

**SECTION 8. COPYRIGHTS.** If this contract results in a book or other materials which may be copyrighted, the author is free to copyright the work, but the City reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use all copyrighted materials and all material which can be copyrighted. Go Wichita agrees to allow the City use of any and all books or materials, copyrighted or otherwise, which may pertain to marketing, managerial, or financial operations of Go Wichita.

**SECTION 9. USE AND DISPOSITION OF PROPERTY.**

**A. Ownership During Usage by Agency.** All office equipment, supplies, materials and other personal property purchased in whole or in part with funds pursuant to this contract and used for the administration of this contract or in the administration of a program operated by the City shall be the sole and exclusive property of the City unless otherwise specified in Exhibit B.

**B. Disposition of Personal Property.** In the case of termination of the funding or of any individual project activity, all personal property in the possession of Go Wichita or Go Wichita’s representative(s) purchased with funds under this contract shall be returned to the City immediately upon the termination of the contract. Go Wichita shall be responsible for any item(s) that are included on Go Wichita’s inventory list. If these items are not returned to the City, Go Wichita shall forthwith reimburse the City for the appraised value of said item(s) less reasonable depreciation as mutually agreed by the City and Go Wichita, unless otherwise specified in Exhibit B.

**SECTION 10. PAYMENTS.**

**A. Compensation and Method of Payment.** Compensation and method of payment to Go Wichita relative to conducting the operations of the project activities and services as herein described will be carried out as specified in Exhibit B attached hereto, and will be administered under the established accounting and fiscal policies of the City of Wichita.

**B. Total Payments.** Total payments to Go Wichita will not exceed \$2,286,390 for meeting all Exhibit B performance standards. Go Wichita will receive and disburse additional sponsorship monies to the applicant organizations listed on the attached Exhibit C; in a total amount not exceed \$150,000.

**C. Restriction on Disbursement.** No transient guest tax funds shall be disbursed to a subcontractor of Go Wichita except pursuant to a written contract that incorporates by reference the general conditions of this contract.

**D. Unearned Payments.** Under this contract unearned payments may be suspended or terminated upon refusal to accept any additional conditions that may be imposed by the City; or if it is determined that the transient guest tax revenues are not sufficient to meet all budgeted services and activities of the total transient guest tax budgets which are established for the year under which this contract is in effect.

**SECTION 11. TERMINATION CLAUSE.** Upon breach of the contract by Go Wichita, the City, by giving written notification, may terminate this contract immediately. A breach shall include, but not be limited to, failure to comply with any or all items contained within Section 1 through Section 15, Exhibits and/or provisions of any subsequent contractual amendments executed relative to this contract. Upon cancellation or termination of this contract no further funds shall be payable or paid hereunder; and all funds remaining in the possession of Go Wichita at the time the City gives the cancellation notice shall be forthwith returned to the City. Upon breach of the contract by Go Wichita, it shall be entitled to be reimbursed by the City for actual expenditures incurred under the Contract.

**SECTION 12. AMENDMENTS.**

**A. Changes.** To provide necessary flexibility for the most effective execution of this project, whenever both the City and Go Wichita mutually agree, changes in this contract may be effected by placing them in written form and incorporating them into this contract.

**B. Budget Transfers.** All budget transfers shall be approved and signed by all the signatories of the original contract if such a transfer shall substantially change the intent of the contract. Upon determination by the City Manager such an amendment should be presented to the City Council for approval, he shall place the amendment on the City Manager's Agenda for consideration by that governing body.

**SECTION 13. PERSONNEL AND SERVICES.** All services required herein will be performed by Go Wichita under the direction of its Board of Directors.

**SECTION 14. RENEGOTIATION.** This contract may be renegotiated in the event alternate sources of funding become available during the term of this contract.



**SECTION 15. ANTI-TRUST LITIGATION.** For good cause, and as consideration for execution of this contract, Go Wichita, acting herein by and through its authorized agent, hereby conveys, sells, assigns and transfers to the City of Wichita all right, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Kansas, relating to the particular product, products, or services purchased or acquired by Go Wichita pursuant to this contract.

**SECTION 16. APPENDICES.** All exhibits referred in this contract and all amendments of mutually agreed upon modification made by both parties are hereby incorporated as though fully set forth herein.

**SECTION 17. INDEPENDENT CONTRACTOR.** Go Wichita may negotiate directly for conventions, events and other bookings in order to generate room nights intended to generate a direct economic benefit for the local economy. In so doing, Go Wichita will be an independent contractor, and not the agent of the City. Go Wichita will not represent or imply to others that it possesses any agency authority on behalf of the City.

In support of Go Wichita's endeavors to obtain convention and similar bookings, the City may, from time to time, approve financial support and facilitate accommodations to Go Wichita, subject to availability of adequate funds properly budgeted and appropriated for this purpose.

**EXHIBIT A** Nondiscrimination and Equal Employment Opportunity Statement

**EXHIBIT B** Performance Criteria

**EXHIBIT C** 2012 Convention and Promotion Contingency

**IN WITNESS WHEREOF**, the parties have executed this contract on the December 13, 2011.

THE CITY OF WICHITA, KANSAS

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Carl Brewer, Mayor

ATTEST:

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Karen Sublett, City Clerk

GO WICHITA

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John Rolfe, President/CEO  
Wichita Convention & Tourism Bureau, Inc.  
d/b/a Go Wichita Convention & Visitors  
Bureau

Approved as to Form:

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Gary E. Rebenstorf, Director of Law

## **Exhibit A**

### **REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS**

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
  - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
  - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
  - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
  - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
  - 5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.

C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.
5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five

thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.

2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

## Exhibit C

### Go Wichita Convention & Visitor Bureau

#### 2012 Sponsorships - Convention & Promotion Contingency

<b>Community Event Sponsorships</b>	\$	26,000
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Community Event Sponsorships represent sponsorship contributions to various local events which attract visitors to the area from outside of Sedgwick County.

<b>National Convention Sponsorships</b>	\$	38,500
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<b>Regional Convention Sponsorships</b>	\$	6,000
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<b>State Convention Sponsorships</b>	\$	1,700
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National, Regional, and State Sponsorships represent sponsorships of national, regional and state groups who choose to hold conventions and meetings in the Greater Wichita Area.

<b>Sports Sponsorships</b>	\$	33,450
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Sports Sponsorships represent sponsorship of local, regional, and national sporting events held in the Greater Wichita Area. Many of these events are in partnership with the Greater Wichita Area Sports Commission.

<b>Potential New Requests</b>	\$	24,350
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During the year, Go Wichita will review new sponsorship opportunities to increase visitation and events in Wichita.

<b>City Reserved Amount</b>	\$	20,000
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<b>Total</b>	<b>\$</b>	<b>150,000</b>
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City of Wichita  
City Council Meeting  
December 13, 2011

**TO:** Wichita Airport Authority

**SUBJECT:** Wichita Mid-Continent Airport  
Air Capital Terminal 3 Artwork

**INITIATED BY:** Division of Arts & Cultural Services and Department of Airports

**AGENDA:** Wichita Airport Authority (Non-Consent)

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**Recommendation:** Approve the artistic concept by artist Ed Carpenter for Wichita Mid-Continent Airport's Air Capital Terminal 3 (ACT 3) Program and the historic Wichita aviation display concept designed by Greteman Group.

**Background:** A national search for art design concepts for Mid-Continent Airport's new terminal commenced in 2009, during which more than 100 international, national, regional and local artist portfolios were reviewed by the Airport's Public Art Consultant (Greteman Group). As a result of this process, Ed Carpenter was selected by the Airport Public Art Selection Committee as the artist for the commissioned artwork based on his experience and prestige as a public artist, the size and scope of his previously completed public art, and the creative possibilities of the design concepts he proposed. Greteman Group was selected in 2005 as a member of the new terminal design team led by HNTB Architecture to serve as the Public Art Consultant and to develop a display of the history of aviation in Wichita based on the agency's proven experience in creating visual displays and its deep aviation expertise.

**Analysis:** Mr. Carpenter and Greteman Group have worked in conjunction with the ACT 3 architect-of-record, HNTB, to create a sculpture that will complement the design elements of the proposed ACT 3 facility, as well as provide a visual photographic display of Wichita's rich aviation history.

Mr. Carpenter proposes a sculpture composed of cable and laminated dichroic glass mounted to the ceiling of the terminal above the ticketing counters, baggage claim, and central mezzanine lobby areas. This sculpture will be approximately 330 feet in length and will span between columns under the skylights. The sculpture is meant to evoke images and feelings of flight and space as well as ascent and descent. Light from the skylights above will provide a continual changing color pattern on the walls and floor below.

**Financial Considerations:** The cost for the proposed sculpture (\$500,000) and the display of Wichita's aviation history (\$500,000) is included in the approved ACT 3 budget. Acquisition and installation of both of these art elements will be included in the new terminal general contractor construction and design contracts.

**Goal Impact:** The construction of the new Air Capital Terminal 3 contributes to the Economic Vitality and Quality of Life of Wichita.

**Legal Considerations:** The design concept has the unanimous recommendation of the Design Council. The City Council's requested approval is a legal pre-condition of the commissioning process.

**Recommendation/Action:** Approve the artistic concept by artist Ed Carpenter and the historic Wichita aviation display concept designed by Greteman Group for Wichita Mid-Continent Airport's Air Capital Terminal 3 (ACT 3).

**Attachments:** None.

City of Wichita  
City Council Meeting  
December 13, 2011

**TO:** Mayor and City Council

**SUBJECT:** Petition for Water Distribution System for area south of Maple, east of Julia  
(District V)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** Consent

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**Recommendation:** Approve the petition.

**Background:** The petition has been signed by two owners representing 100% of the improvement district.

**Analysis:** The project will provide a water distribution system for an existing commercial development located south of Maple, east of Julia.

**Financial Considerations:** The petition totals \$14,000. The funding source is special assessments.

**Goal Impact:** This project addresses the Efficient Infrastructure goal by providing water improvements for a commercial development.

**Legal Considerations:** The petition and resolution have been approved as to form by the Law Department.

**Recommendation/Action:** It is recommended that the City Council approve the petition, adopt the resolution and authorize the necessary signatures.

**Attachments:** Map, CIP sheet, petition and resolution.



**CAPITAL IMPROVEMENT  
PROJECT AUTHORIZATION  
CITY OF WICHITA**

USE:

To Initiate Project ☒ X  
To Revise Project ☐

1. Prepare in triplicate.
2. Send original & 2 copies to budget.
3. City Manager to sign all copies.
4. File original w/ initiating resolution in City Clerk.
5. Return 2nd copy to initiating department.
6. Send 3rd copy to Controller.

1. Initiating Department	2. Initiating Division	3. Date	4. Project Description & Location	
Public Works & Utilities	Eng & Arch	11/22/2011	Water Distribution System for area south of Maple, east of Julia	
5. CIP Project Number	6. Accounting Number	7. CIP Project Date (Year)	8. Approved by WCC Date	
NI-200424		2011		
9. Estimated Start Date (As Required)	10. Estimated Completion Date (As Required)	11. Project Revised		
12. Project Cost Estimate:			12A.	
ITEM	CO	SA	OTHER*	TOTAL
Right of Way				
Paving, grading & curbs.				
Bridge				
Drainage				
Sanitary Sewer				
Sidewalk				
Water		\$14,000		\$14,000
Traffic Signals & Turn Lanes				
<b>Totals</b>		\$14,000		\$14,000
Total CIP Amount Budgeted				
Total Prelim. Estimate				
13. Recommendation: Approve the Petition and adopt the Resolution				
Division Head	Department Head		Budget Officer	City Manager
			Date	Date

	Yes	No
Platting Required	_____	_____
Lot Split	_____	_____
Petition	X	_____
Ordered by WCC	_____	_____

First Published in the Wichita Eagle on December 16, 2011

RESOLUTION NO. 11-280

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING THE IMPROVEMENT OF WATER DISTRIBUTION SYSTEM NUMBER 448-90543 (SOUTH OF MAPLE, EAST OF JULIA) IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF IMPROVING WATER DISTRIBUTION SYSTEM NUMBER 448-90543 (SOUTH OF MAPLE, EAST OF JULIA) IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to improve Water Distribution System Number 448-90543 (south of Maple, east of Julia).

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be Fourteen Thousand Dollars (\$14,000) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after June 1, 2011, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

A Tract of Land located in Northeast Quarter of Section 27, Township 27 South, Range 1 West in the 6th Principle Meridian, Wichita, Sedgwick County, Kansas described as follows:

The West 165 feet more or less of the East 1003.7 feet of the North 629.58 feet in said Northeast Quarter EXCEPT for street right-of-way on the North and EXCEPT for the South 30 feet for street dedication.

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a fractional basis. That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis.

A Tract of Land located in Northeast Quarter of Section 27, Township 27 South, Range 1 West in the 6th Principle Meridian, Wichita, Sedgwick County, Kansas described as follows:

The West 165 feet more or less of the East 1003.7 feet of the North 629.58 feet in said Northeast Quarter EXCEPT for street right-of-way on the North and EXCEPT for the South 30 feet for street dedication.

Above described improvement district shall pay 100% of the improvement cost.

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis. Except when driveways are requested to serve a particular tract, lot or parcel, the cost of said

driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 13<sup>th</sup> day of December, 2011.

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CARL BREWER, MAYOR

ATTEST:

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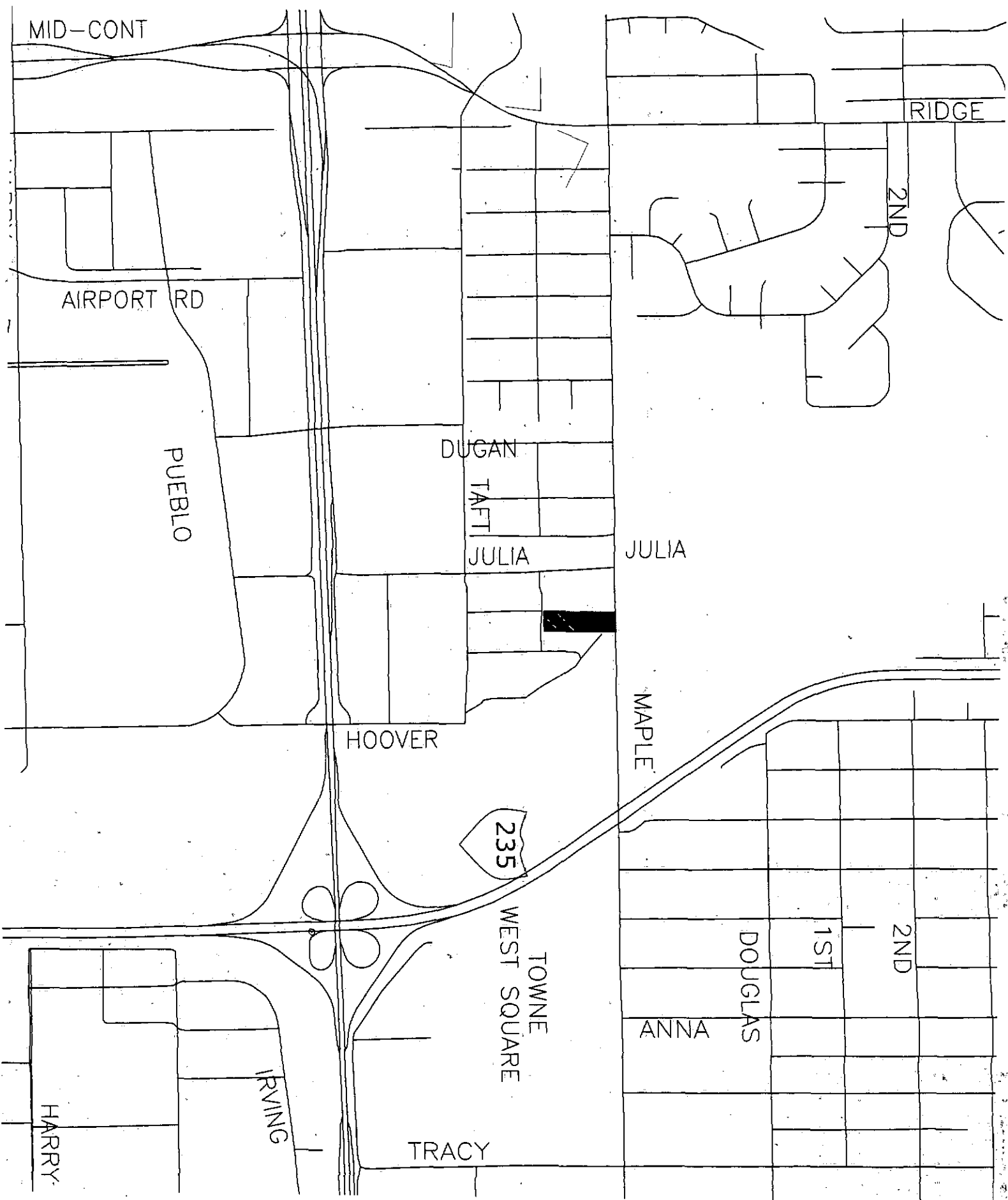
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

---

GARY E. REBENSTORF,  
DIRECTOR OF LAW



## WATER MAIN PETITION

To the Mayor and City Council  
Wichita, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

A Tract of Land located in Northeast Quarter of Section 27, Township 27 South, Range 1 West in the 6<sup>th</sup> Principle Meridian, Wichita, Sedgwick County, Kansas described as follows:

The West 165 feet more or less of the East 1003.7 feet of the North 629.58 feet in said Northeast Quarter EXCEPT for street right-of-way on the North and EXCEPT for the South 30 feet for street dedication.

448-90543

do hereby petition, pursuant to the provisions of K.S.A. 12-6a01 et seq. as amended, as follows:

- (a) That there be constructed a water main, valves, fire hydrant, and appurtenances along the south Maple Street right-of-way line, approximately 400 east of Julia Street. That said improvements be constructed with plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.
- (b) That the estimated and probable cost of the foregoing improvement being FOURTEEN THOUSAND DOLLARS (\$14,000), with 100% percent payable by the improvement district. Said estimated cost as above setforth is hereby increased at the pro rata of 1 percent per month from and after June 1, 2011.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis.

A Tract of Land located in Northeast Quarter of Section 27, Township 27 South, Range 1 West in the 6th Principle Meridian, Wichita, Sedgwick County, Kansas described as follows:

The West 165 feet more or less of the East 1003.7 feet of the North 629.58 feet in said Northeast Quarter EXCEPT for street right-of-way on the North and EXCEPT for the South 30 feet for street dedication shall pay 100/100 of the total cost of the improvement.

Above described improvement district shall pay 100% of the improvement cost.

Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis.

Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

2. It is requested that the improvements hereby petitioned be made without notice and hearing, which but for this request, would be required by K.S.A. 12-6a04.
3. That names may not be withdrawn from this petition by the signers thereof after the Governing body commences consideration of the petition or later than seven (7) days after filing, whichever comes first.
4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
The West 165 feet more or less of the East 1003.7 feet of the North 629.58 feet in said Northeast Quarter EXCEPT for street right-of-way on the North and EXCEPT for the South 30 feet for street dedication	<u>Mark Moore</u>	<u>4/6/11</u>
	<u>L.D. Moore</u>	<u>4/6/11</u>

## AFFIDAVIT

The undersigned, being first duly sworn on his oath, states: That he circulated the attached petition and that the signatures thereon are the genuine signatures of the persons they purport to be to the best of his knowledge and belief, being signed either in the presence of the undersigned or in the presence of one of the resident owners whose signature appears on the petition.

Andrew Moss  
Name

Poe & Associates, Inc.  
5940 E. Central; Suite 200  
Wichita, KS 67208  
\_\_\_\_\_  
Address

(316) 685-4114  
Telephone Number

Sworn to and subscribed before me 10th day of November, 2011.



John Edwards  
Deputy City Clerk



City of Wichita  
City Council Meeting  
December 13, 2011

**TO:** Mayor and City Council

**SUBJECT:** Approval of Plan for Land and Jurisdiction Transfers Adjacent to Eastborough (District II)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** Consent

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**Recommendation:** Approve the agreement for maintenance of the wall demarcating the southern edge of Eastborough from the Kellogg right of way along with adjoining landscaping, and for staged property transfers, de-annexation and annexation by the City of Wichita and the City of Eastborough. Authorize, in compliance with that agreement, the transfer by quit claim to Eastborough of certain designated properties.

**Background:** The Cities of Eastborough and Wichita have cooperated to allow construction of the Kellogg Freeway by the City of Wichita as that improvement passed through the political jurisdictions of each city. It is appropriate for the governing bodies to complete an orderly transfer of property titles and alter jurisdictional boundaries in a fashion that will reflect their respective interests in the curvilinear buffer wall on the northern edge of the project.

**Analysis:** The interests of Eastborough, with the wall setting on its property, are for both the structural integrity of the wall and the maintenance of all aspects of the wall's northern face and landscaping. The interests of Wichita are for the aesthetics of the wall to the extent it is visible to passing motorists on the Kellogg Freeway. The attached agreement describes a plan for property ownership transfer in accord with these interests. The described transfers re-align northward, by a matter of a few feet, the Eastborough/Wichita jurisdictional boundary parallel to the Kellogg Freeway, made necessary by the alternately concave and convex wall surfaces of the curvilinear buffer wall.

**Financial Considerations:** No funds will be exchanged for the property transfers, by which each city will grant and receive certain, small portions of parcels of real estate.

**Goal Impact:** The agreement for wall and landscaping maintenance and successive transfers will foster the Council's goal of maintaining an Efficient Infrastructure, specifically attending to the aesthetics of the wall adjacent to the Kellogg freeway.

**Legal Considerations:** The Law Department has drafted the agreement for wall and landscaping maintenance and the staged property and jurisdictional transfers. The Law Department drafted the permanent easement from Eastborough to Wichita for entry onto Eastborough's property for wall and landscaping maintenance. Upon transfer of ownership to each city, the affected properties may be annexed without resolution, notice or hearing under KSA 12-520a(f). The City of Wichita will be able to annex properties received from Eastborough when they are both transferred and de-annexed. KSA 12-524. The Law Department has drafted the quit claim deeds for transfer of properties north of the demarcation line to Eastborough, and south of the line from Eastborough to Wichita. The annexation will be by a later City Council action.

**Recommendation/Action:** It is recommended that the City Council approve the agreement for wall and landscaping maintenance along with staged ownership and jurisdictional transfers and authorize the necessary signatures. It is also recommended that the City Council authorize appropriate staff to accept and file with the Register of Deeds, on behalf of the City of Wichita, the easement for maintenance and the quitclaim deeds for property within the Kellogg right of way. It is also recommended that the City Council authorize transfer by quit claim deed of certain designated properties acquired by the City of Wichita that are located within the City of Eastborough.

**Attachments:** Agreement for maintenance, easement, staged property transfers and jurisdictional transfers and quitclaim deed from the City of Wichita to the City of Eastborough.

## AGREEMENT

This Agreement, dated \_\_\_\_\_, 2011, is between the City of Eastborough, (Eastborough) a municipality located in Sedgwick County, Kansas, and the City of Wichita, (Wichita) a municipality also located in Sedgwick County, Kansas.

The parties have cooperated to allow construction of a highway project improving U.S. Highway 54 (Kellogg Avenue), as it passes through the political jurisdictions of each party. The parties now wish to accomplish an orderly transfer of areas subject to their respective political jurisdictions, transfer title to certain property, and create and accept continuing obligations for maintenance of the facilities constructed as part of the Kellogg Avenue project. To that end, the parties agree as follows:

1. A curvilinear buffer wall was constructed within the northern right-of-way of the project, which runs across the entire southern boundary of Eastborough as it abuts the project, generally from Woodlawn to Stratford streets. The parties have agreed to define south of that wall, a new boundary line dividing their jurisdictions and defining the extent of Wichita's right-of-way for the project. That line is described as the north right-of-way line, and is shown on Exhibit A, attached.

2. Wichita agrees that it will maintain the landscaping up to the edge of this wall, and will continue to do so in conjunction with the maintenance of the landscaping in the project right-of-way.

3. Wichita agrees that it will do cosmetic graffiti removal on the south side of this wall, and will continue to do so in conjunction with its cosmetic maintenance of the structures within the project right-of-way. This wall is an improvement on property to be transferred to Eastborough, which shall own and maintain the wall.

4. As part of the project construction and administration, Wichita acquired ownership of a certain public parcel of land owned by Eastborough, and certain privately owned parcels of land, for the purpose of right-of-way acquisition and construction. Those parcels are shown on Exhibit B, attached.

By separate document, Wichita agrees to quit claim its rights to all of the parcels described in this enumerated paragraph 4 north of the north right-of-way line, which parcels are depicted in Exhibit C, attached.

5. By separate document, Eastborough agrees to grant to Wichita, its employees, agents and contractors, easements in the parcels described in enumerated paragraph 4, extending from the north right-of-way line, up to and including the south face of the curvilinear wall, for purposes of landscape maintenance and cosmetic graffiti removal.

By separate document, Eastborough agrees to quitclaim all its right, title and interest to the parcel of public land owned by Eastborough located south of the north right-of-way line depicted in Exhibit C1, attached.

6. Eastborough currently holds, by way of dedication by separate instrument or platting documents, street right-of-way passing between and/or over certain parcels identified in enumerated paragraph 4. Eastborough agrees to vacate all such street right-of-way it holds. The right-of-way affected is shown in Exhibit D, attached, and depicted in Exhibit D1, attached.

7. The curvilinear wall described in enumerated paragraph 1 turns north as it approaches Woodlawn Street, and runs northerly, roughly parallel to Woodlawn. This construction creates an area landscaped as part of the project, yet within both the political jurisdiction and fee ownership of Eastborough. This area is in the Woodlawn Street right-of-way, west of the curvilinear road and extends north from the Kellogg Drive north right-of-way line for a distance of up to 200 feet. Wichita agrees to maintain the landscaping in this area, not including irrigation. Eastborough agrees to create an easement by separate instrument to allow Wichita to accomplish this maintenance.

8. Eastborough agrees that it will vacate and de-annex all properties within its current political jurisdiction south of the boundary line described at enumerated paragraph 1. Eastborough will accomplish this de-annexation using all appropriate statutory formalities set out in K.S.A. 12-504, or as otherwise are appropriate; and will cooperate with Wichita to accomplish a concurrent annexation of the same property into Wichita. The intended de-annexations from Eastborough are described in attached Exhibit E, and the corresponding annexations into the City of Wichita are described in Exhibit F.

9. The parties agree to cooperate in the prosecution of any additional acts required and the execution and recordation of any additional instruments or documents required as may be necessary to accomplish the ends described herein.

Invalidating of one or more of the provisions herein shall not work to invalidate the balance of this agreement, and the parties agree to award such defect as may be allowed in a manner to accomplish as closely as possible their intent expressed herein.

WHEREFORE, the parties enter this agreement on the date first above written.

CITY OF EASTBOROUGH  
SEDGWICK COUNTY, KANSAS

CITY OF WICHITA  
SEDGWICK COUNTY, KANSAS

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Thom Rosenberg, Mayor

---

Carl Brewer, Mayor

ATTEST:

\_\_\_\_\_  
Kay Brada, City Clerk

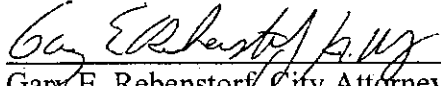
APPROVED AS TO FORM:

\_\_\_\_\_  
Jerry Bogle, City Attorney

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Gary E. Rebenstorf, City Attorney

## **EASEMENT**

**THIS AGREEMENT** made effective this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between the City of Eastborough, Sedgwick County, Kansas, a city of the third class duly organized and existing under the laws of the State of Kansas, located in Sedgwick County, Kansas, herein referred to as "Eastborough", and The City of Wichita, Sedgwick County, Kansas, a city of the first class located in Sedgwick County, Kansas, herein referred to as "Wichita".

The parties agree as follows:

### **SECTION ONE CONVEYANCE OF EASEMENT**

Eastborough agrees to grant and convey from the effective date of the conveyance to Wichita an easement for landscape and maintenance purposes over and across the property owned by Eastborough and located in the County of Sedgwick, State of Kansas, more particularly described as follows:

That part of Eastborough, Kansas, from the "north right of way line" as defined in Exhibit A attached hereto, north up to and including the South face of the curvilinear brick wall; and that part of Eastborough, Kansas, from the east curbline of Woodlawn Avenue east up to and including the west face of the curvilinear brick wall.

### **SECTION TWO CONSIDERATION**

The consideration for this easement is the agreement between the parties titled Agreement and executed \_\_\_\_\_ 2011. The parties' intent is that wall maintenance by the City of Wichita shall be for graffiti removal on the south face only, and all other wall maintenance shall be the responsibility of the City of Eastborough.

### **SECTION THREE EASEMENT TO RUN WITH LAND**

This grant of easement shall run with the land and shall be binding on and shall inure to the benefit of the parties to this agreement, their respective successors and assigns.

### **SECTION FOUR NOTICES**

Any notice provided for or concerning this agreement shall be in writing and be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party.

**SECTION FIVE  
GOVERNING LAW**

It is agreed that this agreement shall be governed by, construed and enforced in accordance with the laws of the State of Kansas.

**SECTION SIX  
ENTIRE AGREEMENT**

This agreement constitutes the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding on either party except to the extent incorporated in this agreement.

**SECTION SEVEN  
MODIFICATION OF AGREEMENT**

Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

**IN WITNESS WHEREOF**, each party to this agreement has caused it to be executed on the date indicated below.

CITY OF EASTBOROUGH,  
SEDGWICK COUNTY, KANSAS

ATTEST:

By

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

CITY OF WICHITA, SEDGWICK  
COUNTY, KANSAS

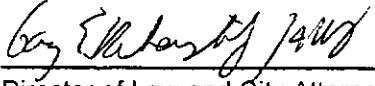
ATTEST:

By

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

Approved as to form

  
\_\_\_\_\_  
Director of Law and City Attorney

STATE OF KANSAS, SEDGWICK COUNTY, ss:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by THOMAS F. ROSENBERG, Mayor of the City of Eastborough, Sedgwick County, Kansas.

My Appointment expires:

\_\_\_\_\_  
Notary Public

STATE OF KANSAS, SEDGWICK COUNTY, ss:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by CARL BREWER, Mayor of the City of Wichita, Sedgwick County, Kansas.

My Appointment expires:

\_\_\_\_\_  
Notary Public



### **KANSAS QUITCLAIM DEED**

**THIS INDENTURE**, Made this \_\_\_\_ day of \_\_\_\_\_, 20 11<sup>th</sup>, between CITY OF WICHITA, SEDGWICK COUNTY, KANSAS, of the first part, and CITY OF EASTBOROUGH, SEDGWICK COUNTY, KANSAS, of the second part.

WITNESSETH, That said parties of the first part, in consideration of the sum of One Dollar and other valuable consideration, the receipt of which is hereby acknowledged, do by these presents, remise, release and quit claim unto said party of the second part, its successors and assigns, all the following described real estate situated in the County of Sedgwick and State of Kansas, to-wit:

That Part of Eastborough Third Addition described as follows: Part of Lots 1, 2, 3, and 4 of Block CZ; Part of Lots 4 and 6 of Block X; Part of Lots 12 and 15 of Block Y; Part of Lots 6 and 7 of Block AZ; and Part of lot 7 of Block EZ; including the portion of the Park and the Streets: Lakeside Blvd., Hunter St., Peach Tree Lane, Mission Road, Drury Lane, and Woodlawn Blvd. lying North of the following described portion of the North Right-of-way Line of Kellogg Avenue (U.S. 54/400), all in the Southeast Quarter of Section 24, T 27 S, R 01 E, and the Southwest Quarter of Section 19, T 27 S R 02 E of the 6<sup>th</sup> P.M., Sedgwick County, State of Kansas.

That Portion of the North Right-of-way Line of Kellogg Avenue BEGINNING at a point on the West Line of said Woodlawn Blvd., 50.00 feet West of the West Boundary Line and ENDING at the East Boundary Line of said Eastborough Third Addition described as follows: -

BEGINNING at an Intersection Point in said Southeast Quarter of Section 24, of the said West Right-of-way Line of Woodlawn Blvd. and said North Right-of-way Line of Kellogg Avenue, said Line also being the West Line of the City Limits of the City of Eastborough, and a Distance of 50.00 feet West of the East Section Line of said Section 24 and the West Section Line of said Section 19; Thence Easterly on said North Right-of-way Line a Distance of 50.00' feet to an Intersection Point with said West Section Line of Section 19, said Line also being the West Boundary Line of said Eastborough Third

Addition, said Point being a Distance of 218.47 feet north of the South line of said Section 19; thence Easterly to a Point of Curve, which is a Distance of 50.00 feet East of the West line of said Section 19 and a Distance of 218.47 feet North of the South line of said Section 19.; Thence on a Curve to the Left with a radius of 55,635.49 feet and a length of 1,055.32 feet and a Chord bearing of N 89° - 18' - 45" E to a Point of Compound Curvature; Thence continuing on a Curve to the Left with a Radius of 4,904.02 feet and a Length of 219.54 feet and a Chord bearing of N 87° - 29' - 12" E to a Point of Reverse Curve; Thence on a Curve to the Right with a Radius of 4,938.47 feet and a Length of 248.68 feet and a Chord bearing of N 87° - 38' - 48" E, thence Easterly a distance of 535.56 feet at a bearing of N 89° - 05' - 21" E, to a Point, which is a Distance of 354.57 feet West of the East line of said Southwest Quarter and a Distance of 227.24 feet North of the South line of said Section 19; Thence Northeasterly, ENDING at a Point, on the East boundary line of said Eastborough Third Addition, which is a Distance of 330.00 feet West of the East line of said Southwest Quarter and a Distance of 245.85 feet North of the South line of said Section 19.

TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, forever.

IN WITNESS WHEREOF, the said parties of the first part has hereunto set its hand the day and year first above written.

CITY OF WICHITA, SEDGWICK  
COUNTY, KANSAS

ATTEST:

By \_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

Approved as to form

*Gay E. Hebert*  
\_\_\_\_\_  
Director of Law and City Attorney

STATE OF KANSAS, SEDGWICK COUNTY, ss:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20<sup>11</sup>, by CARL BREWER, Mayor of the City of Wichita, Sedgwick County, Kansas.

My Appointment expires:

\_\_\_\_\_  
Notary Public

City of Wichita  
City Council Meeting  
December 13, 2011

**TO:** Mayor and City Council

**SUBJECT:** Renewal of Contract: Victim's Rights Services

**INITIATED BY:** Department of Law

**AGENDA:** Consent

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**Recommendation:** Approve the Agreement with Correctional Counseling of Kansas and authorize the mayor to sign.

**Background:** Kansas law requires that municipalities provide notice to crime victims of certain court proceedings in conformity with the Victim's Bill of Rights contained in the Kansas Constitution and statutes. The City of Wichita has adopted Resolution No. R-93-327 to implement these notification requirements. The services to implement this resolution have been provided to the City of Wichita through a contract with Correctional Counseling of Kansas.

**Analysis:** Correctional Counseling of Kansas has provided services in the past and is willing to continue to provide the services on behalf of the City to comply with the Kansas Constitution.

**Financial Considerations:** The contract amount of \$47,465.00 remains unchanged from 2008. Funds in the amount of \$39,385 have been approved in the General Fund ( Law Department) for 2012. Additional amounts are provided to furnish office supplies and postage (\$4,600), computer access (\$2,880), and phones (\$600).

**Goal Impact:** Internal Perspective. The contract will provide for the notice to victims in criminal cases mandated by state law.

**Legal Considerations:** The Law Department has prepared the Agreement and has approved it as to form.

**Recommendations/Actions:** It is recommended that the City Council approve the Agreement and authorize the Mayor to sign.

**Attachment:** Agreement

## A G R E E M E N T

THIS CONTRACT, dated as of this \_\_\_\_ day of December 2011, by and between the City of Wichita, Kansas (hereinafter called the City) and Correctional Counseling of Kansas, (hereinafter called the Consultant).

WITNESSETH THAT:

WHEREAS, the City wishes to engage the Consultant to provide victims' rights services in connection with the City's obligation to provide such services under the Kansas Constitution and K.S.A. 74-7333 and K.S.A. 74-7335; and

WHEREAS, Consultant is qualified and desires to provide such services to the City.

NOW, THEREFORE, the contracting parties do mutually agree as follows:

SECTION 1. **SCOPE OF SERVICES.** The Consultant, assuming responsibility for the implementation of actual operation of a certain project herein specified, shall perform services in a satisfactory and proper manner as determined by the City and as outlined per Exhibit B.

SECTION 2. **TIME OF PERFORMANCE.** The services of the Consultant are to commence December 31, 2011, and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this contract through a period of 12 months ending no later than December 31, 2012, with option to renew for additional periods of 12 months thereafter if acceptable to the parties.

SECTION 3. **RECORDS, REPORTS AND INSPECTION.**

A. **Establishment and Maintenance of Records.** The Consultant shall establish and maintain such records as are prescribed by the City, with respect to all matters covered by this contract. Except as otherwise authorized by the City, the Consultant shall retain such records for a period of three years after receipt of the final payment under this contract or termination of this contract.

B. **Documentation of Costs.** All costs shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this contract shall be clearly identified and readily accessible.

C. **Reports and information.** The Consultant, at such times and in such forms as the City may require, shall furnish to the City such statements, records, reports, data and information as the City may request pertaining to matters covered by this contract. All reports, information, data and other related materials, prepared or assembled by the Consultant under this

contract, are confidential and shall not be made available to anyone without the prior written approval of the City.

D. Audits and Inspections. The Consultant shall at any time, and as often as the City may deem necessary, make available to the City for examination all its records and data for the purpose of making audits, examinations, excerpts and transcriptions.

SECTION 4. **CONFLICT OF INTEREST.** No member, officer or employee of the Consultant or its designees or agent or public official exercising any functions or responsibilities with respect to the program outlined in this contract shall have any personal financial interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this agreement. The Consultant shall incorporate, or cause to be incorporated, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purposes of this section.

SECTION 5. **DISCRIMINATION.**

A. Discrimination Prohibited. No recipient or proposed recipient of any funds, services or other assistance under the provisions of this contract or any program related to this contract shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds made available through this contract on the grounds of race, color, national origin, ancestry, religion, physical handicap, sex or age. (Reference Title VI of the Civil Rights Act of 1964 (Pub. L.88-352)). For purposes of this section, "program or activity" is defined as any function conducted by an identifiable administrative unit of the Consultant receiving funds pursuant to this contract.

B. The Consultant further agrees to implement and comply with the "Revised Non-Discrimination and Equal Employment Opportunity Statement for contracts of agreements" as provided in Exhibit A attached hereto.

SECTION 6. **COMPLIANCE WITH LOCAL LAWS.** Consultant shall comply with all applicable laws, ordinances, codes and regulations of the State of Kansas and the City of Wichita.

SECTION 7. **ASSIGNABILITY.** The Consultant shall not assign any interest in this contract without prior written consent of the City.

SECTION 8. **COPYRIGHTS.** If this contract results in a book or other material which may be copyrighted, the author is free to copyright the work. The City reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use all copyrighted material and all material which can be copyrighted.

SECTION 9. **PATENTS.** Any discovery or invention arising out of or developed in the course of work by this contract shall promptly and fully be reported to the City for determination by the City as to whether patent protection on such invention or discovery shall be sought and

how the rights in the invention or discovery, including rights under the patent issued thereon, shall be disposed of and administered, in order to protect the public interest. All such determinations are subject to regulation of the Department.

SECTION 10. **USE AND DISPOSITION OF PROPERTY**. All office equipment, supplies, materials and other personal property purchased in whole or in part with funds pursuant to this contract and used for the administration of this contract or in the administration of a program operated by the City shall be the sole and exclusive property of the City unless otherwise specified in Exhibit B.

A. **Compensation and Method of Payment**. Compensation and method of payment to the Consultant relative to conducting the operations of the project activities and services as herein described will be carried out as specified in Exhibit B attached hereto, and will be administered under the established accounting and fiscal policies of the City of Wichita.

B. **Total Payments**. Total Payment to the Consultant, including amounts expended for support services in-kind (e.g., telephone and computer charges) will not exceed \$47,465.00.

C. **Unearned Payments**. Under this contract unearned payments may be suspended or terminated upon refusal to accept any additional conditions that may be imposed by the City at any time; or if the funds available to the City of Wichita are insufficient to permit continuation of this agreement.

SECTION 11. **TERMINATION CLAUSE**. Upon breach of the contract by Consultant, the City shall give consultant written notice of such breach and if the default is not remedied within 30 days of receipt of the written notification, City may terminate this contract. A breach shall include, but not be limited to, failure to comply with any or all items contained within Section 1 through Section 16, Exhibits and/or provisions of any subsequent contractual amendments executed relative to this contract. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Consultant under this contract shall, at the option of the City, become its property and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any payments to the Consultant for the purpose of set off until such time as the exact amount of damages due the City from the Consultant is determined.

SECTION 12. **TERMINATION FOR CONVENIENCE**. The City may terminate this contract at any time by a notice in writing from the City to the Consultant. If the contract is terminated by the City as provided herein, the Consultant will be paid an amount which bears the same ratio to the total compensation the services actually performed bear to the total services of the consultant covered by this contract, less payments of compensation previously made:

Provided, however, that if less than sixty (60) percent of the services covered by this contract have been performed upon the effective date of such termination, the Consultant shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expense (not otherwise reimbursed under this contract) incurred by the Consultant during the contract period which are directly attributable to the uncompleted portion of the services covered by this contract. If this contract is terminated due to the fault of the Consultant, Section 16 hereof relative to termination shall apply.

**SECTION 13. AMENDMENTS.**

A. To provide necessary flexibility for the most effective execution of this project, whenever both the City and the Consultant mutually agree, changes to this contract may be effected by placing them in written form and incorporating them into this contract.

B. Programmatic changes substantially altering the contract's original intent or financial changes in contract amount or line items in the approved budget over \$10,000 shall require a written contract amendment. The amendment shall be approved by the City Council and shall also be approved and signed by all parties to the original contract.

**SECTION 14. PERSONNEL AND SERVICES.** All services required herein will be performed by the Consultant under the direction of its Director. Any services which the Consultant deems necessary to assign to a subcontractor must first have written approval from the City unless otherwise specified in Exhibit B.

**SECTION 15. RENEGOTIATION.** This contract may be renegotiated in the event alternate sources of funding become available during the term of the contract.

**SECTION 16. APPENDICES.** All exhibits referenced in this contract and all amendments of mutually agreed upon modification made by both parties are hereby incorporated as though fully set forth herein.

Exhibit A      Non-Discrimination  
                    & Equal Employment Opportunity Statement

Exhibit B      Performance Criteria

Exhibit C      Confidentiality Statement

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first written above.

CITY OF WICHITA, KANSAS

---

Carl Brewer, Mayor

ATTEST:

---

Karen Sublett, City Clerk

Approved as to Form:

---

Gary E. Rebenstorf  
Director of Law

CORRECTIONAL COUNSELING OF KANSAS

---

Shawna Mobley, Director



**REVISED NON-DISCRIMINATION AND  
EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM  
REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS**

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
  - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
  - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
  - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
  - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.

C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.
5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have

breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

## **PERFORMANCE CRITERIA**

### **PROGRAM SCOPE**

Consultant shall provide full-time staffing of the Victim/Witness office at City Hall. A victim/witness coordinator will perform the following duties:

1. Provide written notification of public hearings, including:
  - a. plea hearing;
  - b. trial;
  - c. sentencing; sentence modification or probation violation hearing;
  - d. continuances, district court appeals, or appeals to the Kansas Appellate Courts;
2. Inform victims of their right to civil redress for harm suffered, mechanisms for requesting restitution, and remedies available through the Crime Victims Compensation Fund;
3. Supply victims with a copy of the Kansas Victims Bill of Rights;
4. Assist victims and witnesses in understanding their role in the criminal justice system and accompanying them during court proceedings, while ensuring their right to address the court;
5. Solicit input from victims regarding their view of the case and assessment of the assistance provided through the use of a standard form (Victim Impact Statement);
6. Attempt to address any safety or protection concerns of victims and/or witnesses;
7. Link victims and/or witnesses to community resources, as appropriate;
8. Provide quarterly reports to the City in form and substance approved by the City;
9. Maintain office hours of 8:00 a.m. to 5:00 p.m. on those days City Hall is open to the public, which are generally Monday through Friday except for holidays;
10. Contact victims and witnesses for court proceedings as directed by the City Attorney or his designee;

11. Respond to letters and inquiries received from the Kansas Victim Compensation Board;
12. Retrieve restitution information as directed by the City Attorney or his designee and maintain a restitution database;
13. Assist the City Attorney or his designee in processing returned subpoenas, obtaining witness information and updating witness information for issuance of subpoenas;
14. Assist the City Attorney or his designee in the monitoring of petit theft deferred judgments by updating the computer database once conditions are met, verifying payment of fines and costs; overseeing completion and verification of community service hours completed by program participants;
15. Maintain and update list of loss prevention personnel;
16. Assist, as directed by the City Attorney or his designee, the duties and responsibilities of the Domestic Violence Advocate, when the advocate is absent from the office.

The violations of the City Code which have been identified as falling within the above requirements include, but are not limited to, the following generally categorized offenses:

- a. Attempts and conspiracies of applicable crimes;
- b. Assault;
- c. Assault of a law enforcement officer;
- d. Battery;
- e. Battery of a law enforcement officer;
- f. Permitting a dangerous animal to run at large;
- g. Dog bite violations;
- h. Unlawful restraint;
- i. Lewd and lascivious conduct;
- j. Sexual battery;
- k. Driving under the influence of intoxicating liquor or drugs;

- l. All offenses designated as “Domestic Violence”;
- m. Draw deadly weapon; and,
- n. Window peeping.

All services provided by Consultant to victims and will be coordinated with the City Attorney, or his designee, and other criminal justice staff. Computer access to court records will be provided by City. In those criminal cases defined by the City as “domestic violence” cases, the duties specified by paragraphs 4, 6, and 7 above will primarily be provided by the Domestic Violence Victim Advocate. It shall be the responsibility of the Consultant to coordinate the services under this agreement with the Domestic Violence Victim Advocate to avoid duplication of services.

In the event written notification of court proceedings is not deliverable by first class mail, Consultant will make every effort to contact victims or witnesses by telephone or other means.

Consultant will contract with interpreters in those cases where foreign-speaking victims and those with hearing or other communication impairments are involved, when necessary to ensure the victim understands his or her rights. Consultant will also ensure that all forms which may be produced for this program are prepared in a bilingual format.

A computerized data management system will be developed and maintained by the Consultant for the purpose of providing summary reports and evaluating program efforts. The record keeping associated with these services will be patterned after those of existing programs in other Kansas municipalities.

At the conclusion of the one-year contract period, Consultant will provide City an evaluation of the services and resources and recommendations for modifications to the Victims/Witness Program.

#### PROGRAM ADMINISTRATION

Operations and administration of the program on a day-to-day basis will be the responsibility of Consultant. Consultant shall report to the City Attorney or his designee.

It is mutually agreed by and between the City and the Consultant that the total funds available for this program will be \$47,465.00, which will be paid as specified in the sections entitled Budget and Method of Payment.

#### BUDGET

The City shall expend a maximum of \$47,465.00 for the program described in this contract. Said funds shall be used as follows:

Victims/Witness Coordinator	\$26,360.00
Benefits, Fringes and Taxes	5,225.00
Program Administration	6,000.00
Documents/Forms/Office Supplies/Postage	4,600.00
Space Lease	1,300.00
Computer	2,880.00
Contractual Services (Interpreters)	500.00
Phone	600.00
<b>TOTAL</b>	<b>\$47,465.00</b>

## METHOD OF PAYMENT

The Consultant agrees payments under this contract shall be in accordance with established budgeting, purchasing and accounting procedures of the City of Wichita.

1. The City agrees to advance the Consultant \$6,000 upon submittal of a written request for the advance. Said advance will be deducted in approximately equal amounts of \$500.00 from monthly reimbursements.
2. The City agrees after the initial \$6,000 advance, to pay the Consultant no more than \$3,132.08 per month plus reimbursable expenses less the amount deducted for the advance upon submittal of a statement with supportive documentation as stipulated below.
3. The City and Consultant mutually understand and agree that the categories of expenditures and amounts are estimates and may vary during the course of the contract. Adjustments can be made administratively unless it involves a significant change in categories of expenditures or a budget change over \$10,000 which have to be approved as a contract amendment by the City Council.
4. Reimbursement for expenditures for commodities and contractors shall be made on the basis of a copy of invoices, tickets or billings. Consultant shall order forms through the Department of Law Office Administrator and the costs shall be charged directly against the budget for this contract. The budgeted amounts for the office space and computer also will be charged by the City directly against the budget for this contract.
5. The Consultant will ensure all costs are eligible according to the approved budget. The original documentation supporting all reimbursed expenditures will be retained by the Consultant for three (3) years after the final payment of expenditures made under this contract.

## INSURANCE

Consultant shall procure and maintain a liability insurance policy which will protect the Consultant from error, omissions and negligent acts of the Consultant, its agents, officers and employees in the performance of the services rendered under this agreement. Such policy of insurance shall be in an amount of not less than \$500,000.00 and shall name the City as an additional insured. Satisfactory certificates of insurance on all insurance shall be filed with the City by Consultant.

Consultant agrees to hold the City harmless from any and all claims, suits, actions or judgments brought or entered against the City arising out of Consultant's performance under the terms and conditions of this agreement, including attorney's fees; provided, however, nothing herein shall impose on Consultant any obligation to hold the City harmless from City's own negligence.

#### CONFIDENTIALITY

Consultant and all employees of Consultant who work in the program shall be required to sign the Confidentiality Statement attached hereto as Exhibit C and failure to abide by the terms of the statement shall be reason to exclude them from further participation in this contract.



CONFIDENTIALITY STATEMENT

I, \_\_\_\_\_, understand that I will have access to confidential information in police officers' reports and the records of the Municipal Court Clerk as part of my duties in the Victims' Rights Program.

As a condition of my employment, I agree not to disseminate any particulars of any case to anyone outside the City of Wichita Department of Law and Municipal Court, unless (1) such person has also signed a Confidentiality Statement or (2) I am ordered to do so by a court of competent jurisdiction. This includes but is not limited to, name, address, and phone number of the victim, defendant, or witnesses. All information used and gathered as part of this program shall be used exclusively for this program, excluding statistical information.

I further understand that this need for confidentiality does not end at the completion of my employment with the Victims' Rights Program. Therefore, once my appointment has finished, I will still maintain confidentiality on all cases within my knowledge.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_.

\_\_\_\_\_

**CITY OF WICHITA  
City Council Meeting  
December 13, 2011**

**TO:** Mayor and City Council Members

**SUBJECT:** Victim Advocate Contract with Kansas Legal Services, Inc.

**INITIATED BY:** Law Department

**AGENDA:** Consent

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**Recommendation:** Approve the contract with Kansas Legal Services, Inc., and authorize the Mayor to sign.

**Background:** The domestic violence victim advocate is located within the Department of Law, Prosecutor's Office. The advocate provides services to victims of domestic violence, including but not limited to notification of court appearances, information pertaining to services offered to victims of domestic violence related crimes, and assistance of victims throughout the court process. This position has been an integral part of the City of Wichita's Domestic Violence Program since its inception in 1990. Kansas Legal Services, Inc. has provided these services since 1999.

**Analysis:** The contract provisions remain relatively unchanged from the contract approved and executed for 2010. The contract amount for 2012 remains the same as that in the 2011 contract.

**Financial Considerations:** The contract amount shall not exceed \$38,000 for fiscal year 2012.

**Goal Impact:** The contract will provide notice and assistance to domestic violence victims which will promote a Safe and Secure Community.

**Legal Considerations:** The contract has been prepared and approved as to form by the Law Department.

**Recommendations/Actions:** It is recommended that the City Council approve the contract, and authorize the Mayor to sign.

**Attachment:** Contract

## AGREEMENT

THIS CONTRACT dated as of the \_\_\_\_ day of December, 2011, by and between the City of Wichita, Kansas (hereinafter called the City) and KANSAS LEGAL SERVICES, INC., (hereinafter called the Contractor).

WITNESSETH THAT:

WHEREAS, the City wishes to engage the Contractor to provide victim advocacy services in connection with the City's Domestic Violence Program and Contractor is qualified to provide such services; and

NOW, THEREFORE, the contracting parties do mutually agree as follows:

SECTION 1. SCOPE OF SERVICES. The Contractor shall perform services in a satisfactory and proper manner as determined by the City and as outlined per Exhibit B.

SECTION 2. TIME OF PERFORMANCE. The services of the Contractor are to be governed by the terms of this contract from January 1, 2011, and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this contract through a period of 12 months from January 1, 2011, ending no later than December 31, 2012.

SECTION 3. RECORDS, REPORTS AND INSPECTION.

- A. Establishment and Maintenance of Records. The Contractor shall establish and maintain records as prescribed by the City, with respect to all matters covered by this contract. Except as otherwise authorized by the City, the Contractor shall retain such records for a period of three years after receipt of the final payment under this contract or termination of this contract.
- B. Documentation of Costs. All costs shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this contract shall be clearly identified and readily accessible.
- C. Reports and information. The Contractor, at such times and in such forms as

the City may require, shall furnish to the City or the City's designated agent or agency, such statements, records, reports, data and information as the City may request pertaining to matters covered by this contract. All reports, information, data and other related materials, prepared or assembled by the Contractor under this contract, are confidential and shall not be made available to anyone other than the City or its designated agents or agencies without the prior written approval of the City.

- D. Audits and Inspections. The Contractor shall at any time and as often as the City may deem necessary make available to the City for examination all its records and data for the purpose of making audits, examinations, excerpts and transcriptions.

SECTION 4. CONFLICT OF INTEREST. No member, officer or employee of the Contractor or its designees or agent or public official exercising any functions or responsibilities with respect to the program outlined in this contract shall have any personal financial interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this agreement. The Contractor shall incorporate, or cause to be incorporated, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purposes of this section.

SECTION 5. DISCRIMINATION.

A. Discrimination Prohibited. No recipient or proposed recipient of any funds, services or other assistance under the provisions of this contract or any program related to this contract shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds made available through this contract on the grounds of race, color, national origin, ancestry, religion, physical handicap, sex or age. (Reference Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352)). For purposes of this section, "program or activity" is defined as any function conducted by an identifiable administrative unit of the Contractor receiving funds pursuant to this contract.

B. Compliance with EEO Policy Statement. The Contractor further agrees to implement and comply with the "Revised Non- Discrimination and Equal Employment Opportunity Statement for contracts or agreements" as provided in Exhibit A attached hereto.

SECTION 6. COMPLIANCE WITH LOCAL LAWS. All parties shall comply with all applicable laws, ordinances, codes and regulations of the State of Kansas and local governments.

SECTION 7. ASSIGNABILITY. The Contractor shall not assign any interest in this contract without prior written consent of the City.

SECTION 8. COPYRIGHTS. If this contract results in a book or other material which may be copyrighted, the author is free to copyright the work. The City reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use all such copyrighted material and all material which can be copyrighted.

SECTION 9. PATENTS. Any discovery or invention arising out of or developed in the course of work aided by this contract shall promptly and fully be reported to the City for determination by the City as to whether patent protection on such invention or discovery shall be sought and how the rights in the invention or discovery, including rights under the patent issued thereon, shall be disposed of and administered, in order to protect the public interest.

SECTION 10. POLITICAL ACTIVITY PROHIBITED.

A. None of the funds, materials, property or services provided directly or indirectly under this contract shall be used for partisan political activity. The Contractor agrees that no funds provided under this contract shall be used for lobbying and/or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States of America or the Legislature of the State of Kansas, or any other governmental unit.

B. The funds provided under this contract shall not be engaged in any way in contravention of Chapter 15 of Title 5, U.S.C.

SECTION 11. USE AND DISPOSITION OF PROPERTY.

A. Disposition of Expendable/Non-Expendable Personal Property. All office equipment, supplies, materials and other personal property purchased in whole or in part with funds pursuant to this contract and used for the administration of this contract or in the administration of a program operated by the City shall be the sole and exclusive property of the City unless otherwise specified in Exhibit B.

B. Real Property. All real property purchased or otherwise acquired under the terms of this contract shall be under title of the City unless otherwise specified in Exhibit B.

SECTION 12. PAYMENTS.

A. Compensation and Method of Payment. Compensation and method of payment to the Contractor relative to conducting the operations of the project activities and services as herein described will be carried out as specified in Exhibit B attached hereto, and will be administered under the established accounting and fiscal policies of the City of Wichita.

B. Total Payments. Total Payment to the Contractor will not exceed \$38,000.00 (reduced by the cost of any voicemail account provided for the Contractor by direct application of funds in the Law Department budget), and it will be the responsibility of the Contractor to budget consistent with such limitation so that it is able to provide the services required hereunder for the entire 12-month period of this contract. If the \$38,000.00 (reduced by the cost of the voicemail account) is exhausted prior to the end of the 12-month contract period, Contractor shall bear the costs of performing services as required hereunder for the remainder of said period.

C. Unearned Payments. Under this contract unearned payments may be suspended or terminated upon refusal to accept any additional conditions that may be imposed by the City at any time; or if the docket fees or other fees or funding mechanisms used by the City of Wichita to provide funding for domestic violence advocacy services are for any reason suspended or invalidated.

SECTION 13. TERMINATION CLAUSE. Upon breach of the contract by the Contractor, the City, by giving written notification, may terminate this contract immediately. A breach shall include, but not be limited to, failure to comply with any or all items contained within Section 1 through Section 18, Exhibits and/or provisions of any subsequent contractual amendments executed relative to this contract. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this contract shall, at the option of the City, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the City from the Contractor is determined.

SECTION 14. TERMINATION FOR CONVENIENCE. The City may terminate this contract at any time by a notice in writing from the City to the Contractor.

SECTION 15. AMENDMENTS.

A. To provide necessary flexibility for the most effective execution of this project, whenever both the City and the Contractor mutually agree, changes to this contract may be effected by placing them in written form and incorporating them into this contract.

B. Programmatic changes substantially altering the contract's original intent or financial changes in contract amount or line items in the approved budget over \$10,000 shall require a written contract amendment. The amendment shall be approved by the City Council and shall also be approved and signed by all parties to the original contract.

SECTION 16. PERSONNEL AND SERVICES. All services required herein will be performed by the Contractor under the direction of its Regional Director. Any services which the Contractor deems necessary to assign to a subcontractor must first have written approval from the City unless otherwise specified in Exhibit B.

SECTION 17. RENEGOTIATION. This contract may be renegotiated in the event alternate sources of funding become available during the term of the contract.

SECTION 18. APPENDICES. All exhibits referenced in this contract and all amendments of mutually agreed upon modification made by both parties are hereby incorporated as though fully set forth herein.

Exhibit A	Non-Discrimination & Equal Employment Opportunity Statement
Exhibit B	Performance Criteria
Exhibit C	Certification Regarding Drug-Free Workplace
Exhibit D	Confidentiality Statement

IN WITNESS WHEREOF, the parties have set their hands this \_\_\_\_\_ day of December, 2011.

CITY OF WICHITA

\_\_\_\_\_  
Carl Brewer, Mayor

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

Approved as to Form:

\_\_\_\_\_  
Gary E. Rebenstorf,  
Director of Law

KANSAS LEGAL SERVICES, INC.

\_\_\_\_\_  
Marilyn Harp, Executive Director



**REVISED NON-DISCRIMINATION AND  
EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM  
REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS**

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
  
- B. Requirements of the State of Kansas:
  - 1. The contractor shall observe the provisions of the Kansas Act against discrimination (Kansas Statutes Annotated 44- 1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, Vietnam Era Veteran or Special Disabled Veteran and age except where age is a bonafide occupational qualification, national origin or ancestry;
  - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission"
  - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by and contracting agency;
  - 4. If the contractor is found guilty of a violation of the Kansas Act against discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraph 1 through 4, inclusively, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.

C. Exempted from these requirements are: (State of Kansas)

1. Any contractor, subcontractor, vendor or supplier who has already complied with the provisions set forth in sections pertaining to the State of Kansas by reason of holding a contract with the Federal government, or a contract involving Federal funds.
2. Contracts entered into by a contractor, subcontractor, vendor or supplier who employs fewer than four (4) employees during the term of this contract.
3. Contracts with the City of Wichita with a cumulative total of five thousand dollars (\$5,000) or less during the fiscal year of the City.

D. Provisions of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The vendor, supplier, contractor or subcontractor shall observe the provisions of the Code of the City of Wichita against discrimination (Section 2.12.900, et seq. of the Code of the City of Wichita, Kansas) and shall not discriminate against any employee or applicant for employment in the performance of work under the present contract, purchase order or agreement because of race, religion, color, sex, "disability, Vietnam Era Veteran or Special Disabled Veteran and age except where age is a bona fide occupational qualification", national origin, ancestry or marital status. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program when required to the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or in behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment with out regard to race, religion, color, sex, "disability, Vietnam Era Veteran or Special Disabled Veteran and age except

where age is a bona fide occupational qualification", national origin, ancestry or marital status. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase that is deemed acceptable by the City of Wichita.

3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the rules, regulations, and will permit access to books, records and procedures concerning employment relations by the for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City of Wichita in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be initiated against such vendor supplier, contractor or subcontractor;
4. If the vendor, supplier, contractor or subcontractor is found guilty of a violation of any provision of the Code of the City of Wichita pertaining to and regulating Non-Discrimination -- Equal Employment Opportunity under a decision or order of the City of Wichita, Kansas, which has become final, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement, and it may be canceled, terminated or suspended in whole or in part by the City of Wichita, and such other sanctions and remedies may be imposed as provided by law;
5. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsection 1 through 4, inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.

E. Exempted from these requirements are: (City of Wichita)

1. Any contractor or subcontractor, vendor or supplier of the City of Wichita, or any of its agencies, who wishes to enter into a contract, purchase order or agreement shall prior to entering into such contract, purchase order or agreement, submit to the City of Wichita, Kansas, a preliminary report on forms, provided by the Board, concerning Non-Discrimination -- Equal Employment/Affirmative Action for review and evaluation. Upon review of the preliminary form submitted:
  - a. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumu

latively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.

- b. These provisions shall not apply to vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reasons of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) days period from the Federal agency involved.
  - c. Those contractors, subcontractors, vendors or suppliers not exempted herein whose preliminary report reveals deficiencies shall be required to submit goals and timetables for correction of such deficiencies in accordance with instructions included with the preliminary report for review, evaluation and acceptance prior to a contract, purchase order or agreement award.
- F. Failure of any contractor, subcontractor, vendor or supplier to report to the "Kansas Human Rights Commission" as required by K.S.A. 44-1031, as amended, or has been found guilty of a violation of the City's Ordinances, State Statutes, or Federal Statutes, or regulations pertaining to unlawful discrimination, which finding, decision or order has become final, shall be deemed a breach of this contract and said contract may be canceled, terminated or suspended in whole or in part by the City or its contracting agency.

**SCOPE OF SERVICES**

Provide one full-time victim advocate to assist community funded advocates with services for victims of domestic violence cases which are prosecuted in the City of Wichita Municipal Court. The Advocate will provide resources directed toward stopping violence in domestic relationships and will assure the victim is not revictimized by the judicial process by assisting the representatives of community organizations and volunteers in providing the following services:

1. **VOLUNTEER PROGRAM**  
Coordinate a volunteer program to ensure availability of volunteer advocates to work with victims.
2. **VICTIM'S FIRST APPEARANCE IN MUNICIPAL COURT**  
Advocate to attend in person the Municipal Court domestic violence daily docket calls at 10:30 a.m. and 1:30 p.m., Monday through Friday, for the purposes of making contact with the victims. The following should occur during the initial contact:
  - a. Assessment of the victim's needs and referral of the victim to appropriate agencies and treatment;
  - b. Consult with the victim concerning recommendations to be made to the Court on restrictions to be placed on offender's appearance bond;
  - c. Provide the victim an explanation of the Court process and possible disposition of the case, including that charges are filed by the City and the victim therefore cannot have the charges dropped;
  - d. Explain treatment alternatives for the offender;
  - e. Advise the victim if a no-contact provision is set on the appearance bond, and of the procedure to use if the offender attempts to contact the victim, or otherwise violates such restrictions;
  - f. Provide the victim with an information pamphlet and ensure that the victim understands that the advocacy system is in place to assist during the Court proceedings and thereafter, and make sure the victim understands that the goal of the program is to stop violence;
  - g. Assign a volunteer or make other arrangements to ensure continuing contact will occur with the victim throughout the Court proceedings.

3. VICTIMS THAT DO NOT APPEAR FOR FIRST APPEARANCE
  - a. If the victim does not appear at the first court appearance, make personal contact for the purpose of attempting to persuade the victim to participate in the case and to otherwise advise the victim of services available through the Victim Advocacy Program; provide documentation of such contacts made and attempted, and the reason for non-appearance; and
  - b. Make arrangements for Police Department to take evidentiary photographs of the victim the day after an incident has occurred when the victim has not been subpoenaed to appear in Court the next day following the incident. This requirement does not apply to Saturday or Sunday.
4. ASSISTANCE DURING COURT PROCEEDINGS
  - a. Maintain, at a minimum, monthly contact with the victim while the case is pending to ensure that the victim is apprised of the progress of the case;
  - b. Continue to assess the victim's needs as to types of assistance which will help ensure the victim's ability to continue to work with the Court process;
  - c. Provide recommendations to the prosecutor, for presentation to the Court for purposes of establishing conditions of probation/deferred judgment (i.e., no-contact restrictions); and
  - d. Provide recommendations to the prosecutor regarding the victim's availability for Court proceedings.
5. ASSISTANCE AFTER COURT PROCEEDINGS

Maintain, at a minimum, monthly contact with the victim during the period of time that the offender is on probation/deferred judgment or in jail in order to:

  - a. Assure that the offender is meeting the conditions of probation/deferred judgment, including any court-ordered restriction on contacting the victim or others;
  - b. Assess, on a continuing basis, the victim and the victim's family needs and make appropriate referrals to outside agencies;
  - c. Report to the prosecutor, probation or deferred judgment coordinator any violations of probation/deferred judgment conditions that are committed by the offender; and

8. EDUCATION PROGRAM

Coordinate with the community funded victim advocates a workshop to educate victims about domestic violence, wherein sessions will be scheduled at the request of a victim or victims.

**PROGRAM ADMINISTRATION**

Operations and administration on a day-to-day basis will be supervised by a staff attorney of Contractor. Ultimate responsibility for policies, personnel and fiscal accountability lies with Kansas Legal Services, Inc.

1. Funding

It is mutually agreed by and between the City and the Contractor that the total funds available for payment to the Contractor under this program will be \$38,000.00 (reduced by the cost of any voicemail account provided for the Contractor directly from funds in the Law Department budget), which will be used as set forth in the sections entitled Budget and Method of Payment. In addition, however, Data Center charges for one Public Safety and one Outlook access, and any charges required for the City PC made available to the Contractor will be provided for by direct payment to Data Center from funds in the Law Department budget.

2. The City shall pay the Contractor as hereinafter set out, the maximum of \$38,000.00 (reduced by the cost of the above-referenced voicemail account), for the program described in this contract. Said funds shall be used as follows:

Salaries and benefits	
Of Paralegal and Office Supplies	\$38,000.00 (reduced by the cost of the above-referenced voicemail account, which is budgeted at \$90)

3. Method of Payment

The Contractor agrees payments under this contract shall be in accordance with established budgeting, purchasing and accounting procedures of the City of Wichita.

- a) The City agrees to reimburse the Contractor monthly upon submittal of a cost control statement with supportive documentation as stipulated below.
- b) The City and Contractor mutually understand and agree that the categories

of expenditures and amounts are estimates and may vary during the course of the contract. Adjustments can be made administratively unless it involves a significant change in categories of expenditures or a budget change over \$10,000 which have to be approved as a contract amendment by the City Council.

- c) Reimbursement of salaries shall be on the basis of time sheets signed by the employee and the employer. A salary schedule showing the employees and salaries to be reimbursed shall be submitted in writing at the beginning of the contract period and at such times as adjustments are made. A copy of the paycheck shall be provided as shall written acknowledgment by the employee of receipt of the check with the date of receipt.
- d) Employee benefits are to be reimbursed as follows:
  - 1) Social Security/Medicare shall be reimbursed at the applicable rate of the employer's share; documentation need not be submitted with each monthly reimbursement but shall be available for review by the City, and shall be submitted upon request.
  - 2) Benefits for health insurance will be paid on the basis of an insurance company billing and a copy of the canceled check paying the invoice.
  - 3) Benefits for retirement will be paid as a percentage of salary. The percentage to be paid will be set at the start of the contract period and shall be paid on the basis of a copy of the canceled check to the retirement fund and a copy of the statement or billing. The percentage to be reimbursed may be modified upon written notice.
- e) The Contractor will ensure all costs are eligible according to the approved budget. The original documentation supporting all reimbursed expenditures will be retained by the Contractor for three (3) years after the final payment of expenditures made under this contract.

## **OTHER PROGRAM REQUIREMENTS**

- 1. The Contractor understands and agrees that the services under this contract will be provided without any religious purpose and will in no way promote any religious interest. No religious instruction, religious counseling, or religious proselytizing will be permitted in connection with the services under this contract.
- 2. Contractor shall procure and maintain a liability insurance policy which will



protect the Contractor from errors, omissions and negligent acts of the Contractor, its agents, officers and employees in the performance of the services rendered under this contract. Such policy of insurance shall be in an amount of not less than \$500,000.00 per occurrence and shall name the City as an additional insured. Satisfactory certificates of insurance on all insurance shall be filed with the City by Contractor.

3. Contractor agrees to hold the City harmless from any and all claims, suits, actions or judgments, brought or entered against the City arising out of Contractor's performance under the terms and conditions of this agreement, including attorney's fees; provided, however, nothing herein shall impose on Contractor any obligation to hold the City harmless from City's own negligence.
4. Contractor agrees to comply with any applicable drug-free workplace requirements found at 24 CFR 24 Subpart F and to execute the certification attached hereto as Exhibit C.
5. All employees and volunteers of Contractor who work in the Victim Advocate Program shall be required to sign the Confidentiality Statement attached hereto as Exhibit D and failure to abide by the terms of the statement shall be reason to exclude them from further participation in Victim Advocate activities.

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

Contractor certifies that it will provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of the prohibition.
- (b) Establishing a drug-free awareness program to inform employees about -
  - (1) The dangers of drug abuse in the workplace;
  - (2) The Contractor's policy of maintaining a drug-free workplace;
  - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- (c) Making it a requirement that each employee to be engaged in the performance of this contract be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the agreement, the employee will -
  - (1) Abide by the terms of the statement; and
  - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- (e) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee so convicted -
  - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
  - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

(f) The site for the performance of work done in connection with this contract is:

455 N. Main, Wichita, Kansas 67202

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 200\_.

By: \_\_\_\_\_  
(signature)

\_\_\_\_\_  
(typed or printed name)

\_\_\_\_\_  
(title)

**CONFIDENTIALITY STATEMENT**

I, \_\_\_\_\_, understand that I will have access to confidential information in police officers' reports as part of my duties as a victim advocate.

As a condition of my appointment as a victim advocate, I agree not to disseminate any particulars of any case to anyone outside Kansas Legal Services, unless (1) such person has also signed a Confidentiality Statement or (2) I am ordered to do so by a court of competent jurisdiction. This includes but is not limited to, name, address, and phone number of the victim, defendant, or witnesses. All information used and gathered as part of this program shall be used exclusively for this program, excluding statistical information.

I further understand that this need for confidentiality does not end at the completion of my appointment as a victim advocate. Therefore, once my appointment has finished, I will still maintain confidentiality on all cases within my knowledge.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
Victim Advocate

**CITY OF WICHITA**  
**City Council Meeting**  
December 13, 2011

**TO:** Mayor and City Council Members

**SUBJECT:** Partial Acquisition of 5002 North Valentine for the Wichita-Valley Center Flood Control Levee Certification and Rehabilitation Project (County)

**INITIATED BY:** Office of Property Management

**AGENDA:** Consent

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**Recommendation:** Approve the acquisition.

**Background:** In 2007, the City of Wichita and Sedgwick County entered into an agreement with Federal Emergency Management Agency (FEMA) whereby it was agreed that the City and County would provide certification that the Wichita-Valley Center Flood Control levee system meet revised FEMA levee standards. As part of this certification process, certain portions of the levee system were identified as needing rehabilitation. One such segment is located at 5002 North Valentine in Park City. The property is improved with a single-family residence. The proposed acquisition area is comprised of 1,680 square feet, at the rear of the property along the existing levee. The improvements are not impacted by the project.

**Analysis:** Within the acquisition area are mature trees and landscaping. The owner agreed to accept the appraised offer of \$1,010 for the land, or \$.60 per square foot plus \$1,490 for the loss of the mature trees and landscaping.

**Financial Considerations:** The funding source for the project is General Obligation Bonds. A budget of \$3,000 is requested. This includes \$2,500 for the acquisition and \$500 for closing costs and title insurance.

**Goal Impact:** The acquisition of this parcel is necessary to ensure Efficient Infrastructure by improving storm water issues in a major residential area.

**Legal Considerations:** The Law Department has approved the real estate agreement as to form.

**Recommendations/Actions:** It is recommended that the City Council; 1) Approve the budget; 2) Approve the real estate agreement; and 3) Authorize the necessary signatures.

**Attachments:** Real estate agreement, tract map, and aerial map.



# 5002 N VALENTINE



Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.

PROJECT: North Levee

DATE: November 9, 2011

COUNTY: Sedgwick

TRACT NO.: 27

**CITY OF WICHITA, KANSAS**  
**A MUNICIPAL CORPORATION**

**CONTRACT FOR CONVEYANCE OF REAL ESTATE BY EASEMENT**

THIS AGREEMENT made and entered into this 9<sup>th</sup> day of November, 2011 by and between:

Delyn Enterprises, Inc. and William Embree and Donna Embree, landowners, and the City of  
Wichita, State of Kansas,

WITNESSETH, For consideration as hereinafter set forth, the landowner(s) hereby agree(s) to convey unto the City, their duly authorized agents, contractors and assigns the right to enter upon the following described land in Sedgwick County to wit:

A Right-of-way Acquisition Described as Follows:

**See attached legal description**

It is understood and agreed that landowner(s) is/are responsible for all property taxes on the above described property accrued prior to the conveyance of title to the City. In the event of relocation, landowner(s) hereby expressly agrees and covenants that they will hold and save harmless and indemnify the City and its authorized representatives from any and all costs, liabilities, expenses, suits, judgements, damages to persons or property or claims of any nature whatsoever which may occur during the time the City becomes legally entitled to the property until the relocation is completed. In no event will the land owner(s) be required to move until the City becomes legally entitled to the property.

The City agrees to purchase the above described real estate, and to pay therefore, the following amount within 45 days after the warranty deed conveying said property free of encumbrance has been delivered.



Approximately 1,680 sq. ft. for right-of-way \$1,010.00

Cost to Cure:

Damages including but not limited to: Trees and landscaping \$1,490.00

**TOTAL      \$2,500.00**

**All parties agree the entire payment will be paid to William Embree and Donna Embree**

It is understood and agreed that the above stated consideration for said real estate is in full payment of said tract of land and all damages arising from the transfer of said property and its use for the purposes above set out.

**IN WITNESS WHEREOF** The parties have hereunto signed this agreement the day and year first above written.

**LANDOWNERS:**

William Embree  
William Embree

Donna Embree  
Donna Embree

Delbert D. Speck

Delbert D. Speck, PRESIDENT, Delyn Enterprises, Inc.

City of Wichita  
County of Sedgwick  
State of Kansas

**BUYER:**

City of Wichita, KS, a municipal corporation

Carl Brewer, Mayor

**ATTEST:**

Karen Sublett, City Clerk

Approved as to form:

Gary E. Rebenstorf, Director of Law



**MEMORANDA**

Exact and full name of owner, as it appears of record:

DELBERT D. SPECK, PRESIDENT, Delyn Enterprises, Inc.


William Embree and Donna Embree, husband and wife

If mortgage or other liens, show names of holders:

Intrust Bank

**REMARKS:**

RECOMMENDED BY:

  
Dennis Keegan, Acquisition Agent

Tract #27

ADDITIONAL TAKING DESCRIPTION:

A portion of Lot 53, Broadway Heights Addition, Wichita, Kansas, Sedgwick County, Kansas, described as commencing at the northwest corner of said Lot 53; thence S89°53'20"E (assumed), along the north line of said Lot 53, 181.00 feet to the point of beginning; thence continue S89°53'20"E, along the north line of said Lot 53, 12.50 feet to a point on the west line of the Chisholm Creek Diversion Condemnation Case A-41501; thence southwesterly along the west line of said Chisholm Creek Diversion being a curve to the right with a degree of curve of 14°13.1', having a calculated radius of 402.97 feet, an arc length of 146.19 feet, a chord length of 145.39 feet and a chord bearing of S46°51'12"W, to a point on the south line of said Lot 53; thence S89°50'27"W, along the south line of said Lot 53, 22.50 feet, to a point 57.00 feet east of the southwest corner of said Lot 53; thence N56°01'22"E, 79.10 feet; thence N42°23'27"E, 74.89 feet to the point of beginning.

Additional taking contains 1,679.9 square feet, or 0.039 acres.

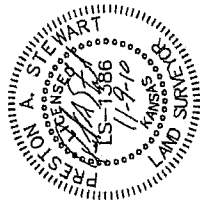
Delyn Enterprises, Inc. Tract #27 (Key # KE-PC-02552):

Lot 53, except .69 acres for Floodway condemned in Condemnation Case No. A-41501, Broadway Heights Addition, an Addition to Wichita, Kansas, Sedgwick County, Kansas.

#### ADDITIONAL TAKING DESCRIPTION:

A portion of Lot 53, Broadway Heights Addition, Wichita, Kansas, Sedgwick County, Kansas, described as commencing at the northwest corner of said Lot 53; thence S89°53'20"E (assumed), along the north line of said Lot 53, 181.00 feet to the point of beginning; thence continue S89°53'20"E, along the north line of said Lot 53, 12.50 feet to a point on the west line of the Chisholm Creek Division Condemnation Case A-41501; thence southwesterly along the west line of said Chisholm Creek Division being a curve to the right with a degree of curve of 141.31; having a calculated radius of 402.97 feet, an arc length of 146.19 feet, a chord length of 145.39 feet and a chord bearing of S46°57'12"W, to a point on the south line of said Lot 53; thence S89°50'27"W, along the south line of said Lot 53, 22.50 feet, to a point 57.00 feet east of the southwest corner of said Lot 53; thence N66°01'22"E, 79.10 feet; thence N42°23'27"E, 74.89 feet to the point of beginning.

Additional taking contains 1,679.9 square feet, or 0.039 acres.

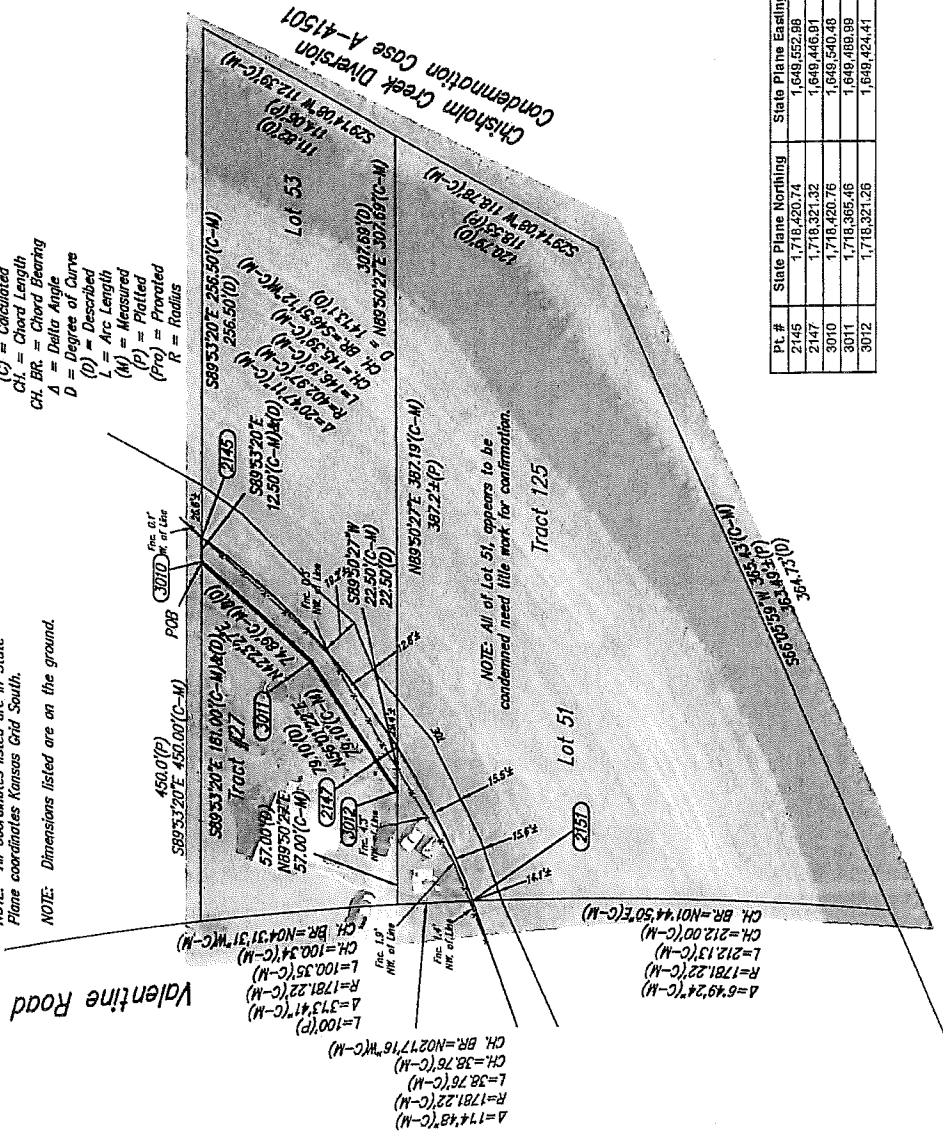


NOTE: All Coordinates listed are in State Plane coordinates Kansas Grid South.

NOTE: Dimensions listed are on the ground.



(C) = Calculated  
CH. BR. = Chord Bearing  
Δ = Delta Angle  
D = Degree of Curve  
(D) = Described  
L = Arc Length  
(M) = Measured  
(P) = Plotted  
(P) = Proved  
R = Radius



Pt. #	State Plane Northing	State Plane Easting
2145	1,718,420.74	1,649,552.86
2147	1,718,321.32	1,649,446.91
3010	1,718,420.76	1,649,540.48
3011	1,718,385.46	1,649,489.99
3012	1,718,321.26	1,649,424.41

**Baughman**

**Tract #27 - Exhibit**

**KE-PC-02552 - Lot 53, Broadway Heights**

**Sedgwick County, Kansas**

Baughman Company, P.A. 115 Ellis St. Wichita, KS 67211 P 316-352721 F 316-352049	ENGINEERING   SURVEYING   PLANNING   LANDSCAPE ARCHITECTURE
APPROVED	DRAWN
MGC	PAS
SCALE	DATE
1"=60'	November 9, 2010
Es:\Projects\WVCHES_10-07-0687\Tract_27.dwg	10-07-0687

**CITY OF WICHITA**  
**City Council Meeting**  
December 13, 2011

**TO:** Mayor and City Council Members

**SUBJECT:** Partial Acquisition of 5048 North Broadway for the Wichita-Valley Center Flood Control Levee Certification and Rehabilitation Project (County)

**INITIATED BY:** Office of Property Management

**AGENDA:** Consent

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**Recommendation:** Approve the acquisition.

**Background:** In 2007, the City of Wichita and Sedgwick County entered into an agreement with Federal Emergency Management Agency (FEMA) whereby it was agreed that the City and County would provide certification that the Wichita-Valley Center Flood Control levee system meet revised FEMA levee standards. As part of this certification process, certain portions of the levee system were identified as needing rehabilitation. One such segment is located at 5048 North Broadway in Park City. The property is improved with a single-family residence and out buildings. The proposed acquisition area is comprised of 8,648 square feet and is at the southern portion of the property along the existing levee. The improvements are not impacted by the project.

**Analysis:** Within the acquisition area are mature trees and landscaping. The owner agreed to accept the appraised offer of \$5,190 for the land, or \$.60 per square foot plus \$200 for the loss of a mature tree.

**Financial Considerations:** The funding source for the project is General Obligation Bonds. A budget of \$5,890 is requested. This includes \$5,390 for the acquisition and \$500 for closing costs and title insurance.

**Goal Impact:** The acquisition of this parcel is necessary to ensure Efficient Infrastructure by improving storm water issues in a major residential area.

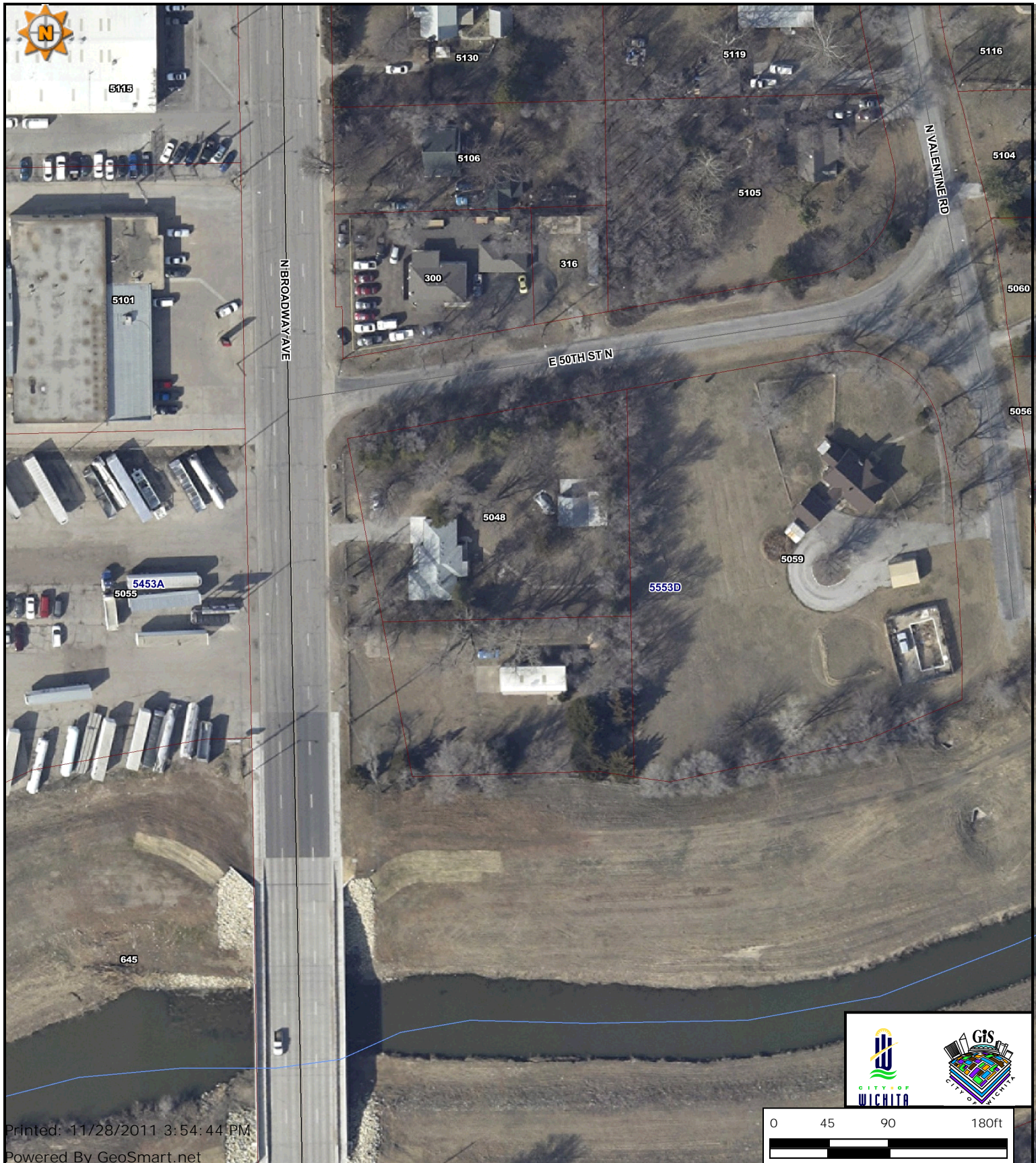
**Legal Considerations:** The Law Department has approved the real estate agreement as to form.

**Recommendations/Actions:** It is recommended that the City Council; 1) Approve the budget; 2) Approve the real estate agreement; and 3) Authorize the necessary signatures.

**Attachments:** Real estate agreement, tract map, and aerial map.



# 5048 N Broadway



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Powered By GeoSmart.net

Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.

**CITY OF WICHITA**  
**City Council Meeting**  
December 13, 2011

**TO:** Mayor and City Council

**SUBJECT:** Partial Acquisition of a Vacant Parcel in the 1700 Block of 135<sup>th</sup> Street West for the 135<sup>th</sup> Street from 13<sup>th</sup> Street to 21<sup>st</sup> Street Improvement Project (District V)

**INITIATED BY:** Office of Property Management

**AGENDA:** Consent

---

**Recommendation:** Approve the acquisition.

**Background:** On April 19, 2011, the City Council approved funding to acquire right-of-way for a project to improve 135<sup>th</sup> Street West from 13<sup>th</sup> Street North to 21<sup>st</sup> Street North. The improvements will consist of widening the two lane road to three lanes. A center lane will be improved with a two-way, left turn lane and landscaped medians. Landscaping will be installed within available right of way. Ditches will be replaced with a storm water sewer system and sidewalks will be built along both the east and west side of 135<sup>th</sup>. The intersection at 135<sup>th</sup> Street and 21<sup>st</sup> Street will be improved with left turn lanes in each direction. Traffic signalization will be installed at the intersection if warranted at the time of construction. To facilitate the project, a twenty-five foot wide strip of land is required from the vacant parcel located in the 1700 Block of North 135<sup>th</sup> Street. The proposed acquisition area consists of 41,024 square feet.

**Analysis:** The site is an agricultural parcel comprised of 98 acres. There are no improvements to the site. The market value of the acquisition was estimated at \$30,678 (\$.75 per square foot). This amount was offered to the owner and was accepted.

**Financial Considerations:** The funding source is General Obligations Bonds. A budget of \$32,178 is requested. This includes \$30,678 and \$1,500 for closing costs and related charges.

**Goal Impact:** The acquisition of this easement is necessary to ensure Efficient Infrastructure by improving an arterial street through a developed part of the City.

**Legal Considerations:** The Law Department has approved the real estate purchase agreement as to form.

**Recommendation/Action:** It is recommended that the City Council; 1) Approve the contract; 2) Approve the budget; and 3) Authorize all necessary signatures.

**Attachments:** Aerial map, tract map and real estate purchase agreement.



## REAL ESTATE PURCHASE CONTRACT

THIS AGREEMENT, Made and entered into this 28<sup>TH</sup> day of November, 2011 by and between Goodwin Properties, LLC, a Kansas limited liability corporation, hereinafter referred to as "Seller," whether one or more, and the City of Wichita, Kansas, a municipal corporation, hereinafter referred to as "Buyer," whether one or more.

**WITNESSETH:** That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by a good and sufficient warranty deed the following described real property, situated in Sedgwick County, Kansas, to-wit:

A parcel of land lying in the Southwest Quarter of Section 12, Township 27 South, Range 2 West of the Sixth Principal Meridian, Sedgwick County, Kansas, said parcel of land being more particularly described as follows:

The East 25 feet of the West 50 feet of the North 1650 feet of said Southwest Quarter.

Said parcel contains 41,024 sq. ft. excluding existing right of way.

2. The Buyer hereby agrees to purchase, and pay to the Seller, as consideration for the conveyance to him of the above-described real property, the sum of Thirty Thousand Six Hundred Seventy-Eight Dollars (\$30,678) in the manner following to-wit: cash at closing.
3. A title insurance company's commitment to insure or a complete abstract of title certified to date, to the above-described real property, showing a merchantable title vested in the seller, subject to easements and restrictions of record is required. The Title Evidence shall be sent to the Office of Property Management for the City of Wichita for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time, but not to exceed thirty (30) days after said Title Evidence has been examined in which to correct any defects in title. If defects in title are not corrected to Buyer's satisfaction, Buyer, at Buyer's option, may cancel this contract. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid 0% by Seller and 100% by Buyer.
4. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.
5. It is further agreed by and between the parties hereto that all rentals, insurance (if policies acceptable to Buyer), and interest, if any shall be adjusted and prorated as of the closing date. Taxes and specials shall be pro-rated for calendar year on the basis of 100% of taxes levied for the prior year. All prior years specials and taxes shall be current at time of closing.
6. The Seller further agrees to convey the above-described premises with all the improvements located thereon and deliver possession of the same in the same condition

as they now are, reasonable wear and tear accepted.

7. Seller shall place no encumbrances on the property during the period from execution of this contract to closing. In addition, Seller shall be responsible for carrying such insurance as is reasonable on the improvements up until the closing date.
8. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before December 30, 2011.
9. Possession to be given to Buyer at closing
10. Closing costs shall be paid 100% by Buyer and 0% by Seller.
11. Site Assessment
  - A. At any time prior to the closing of this agreement, Buyer shall have the right to conduct or cause to be conducted an environmental site assessment and/or testing on the property. If an environmental audit or test reveals the presence of a hazardous substance or waste, as defined by federal or state law, or that there has been a spill or discharge of a hazardous substance or waste on the property, Buyer shall have the right to void this agreement upon notice to Seller, in which event neither party shall be under any further obligation to the other, with the exception that Seller shall return to Buyer any deposit made hereunder.
  - B. Provided, however, Buyer shall in no event be obligated to close before the completion of a site assessment made pursuant to Paragraph A above. If a site assessment is completed after the closing date set herein, then Buyer and Seller shall close or Buyer shall advise Seller that this agreement is being voided pursuant to said paragraph within ten (10) days of the completion of the site assessment. Buyer shall, if Buyer determines a site assessment is necessary, exercise good faith in commencing and diligently completing such site assessment after this agreement is executed by all parties.
12. Closing shall occur at Security 1<sup>st</sup> Title, 434 N Main, Wichita, KS.

**WITNESS OUR HANDS AND SEALS** the day and year first above written.

**SELLER:**

Goodwin Properties, LLC:



\_\_\_\_\_

**BUYER:**

City of Wichita, KS, a municipal corporation

\_\_\_\_\_  
Carl Brewer, Mayor



**ATTEST:**

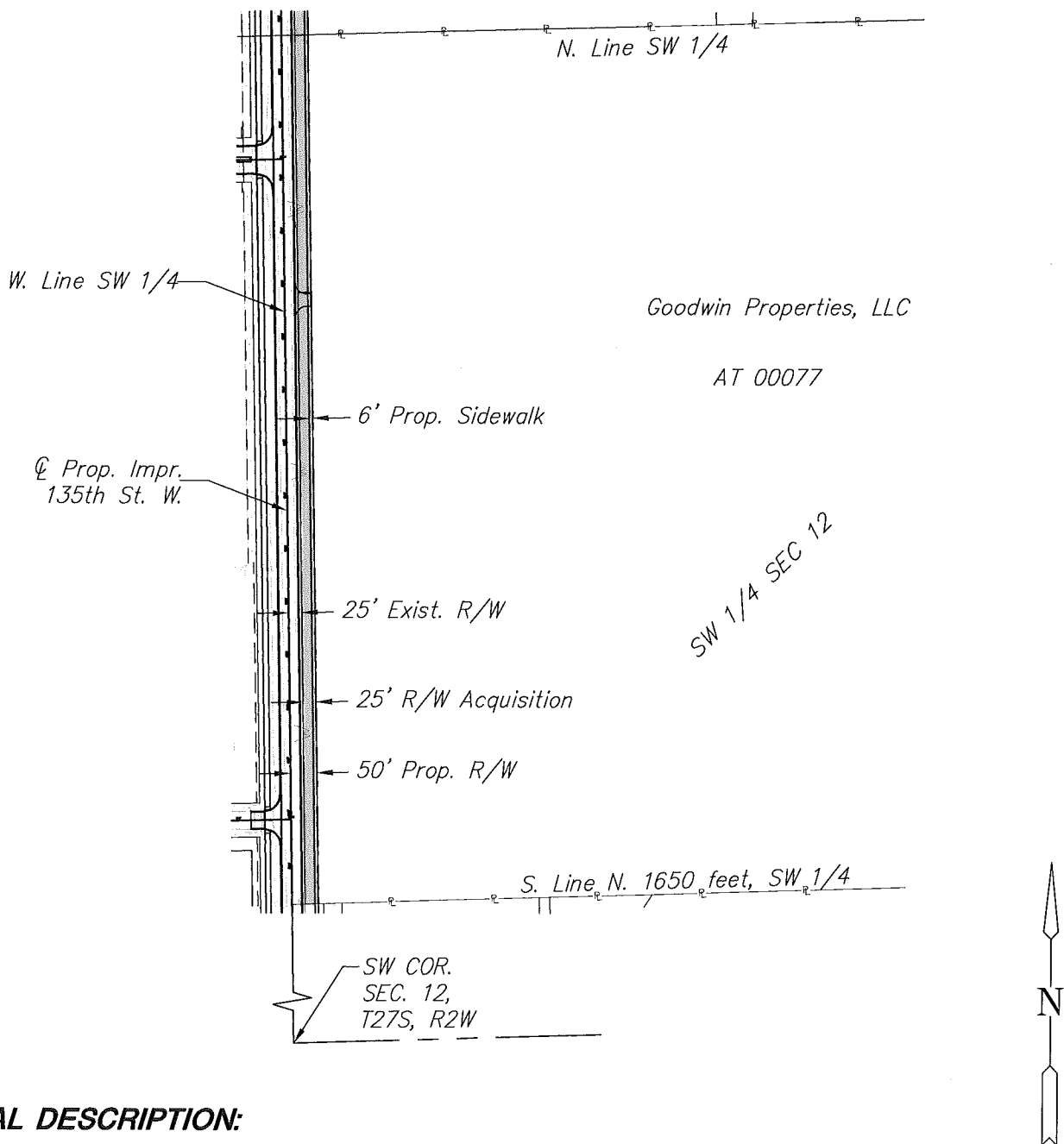
---

Karen Sublett, City Clerk

**APPROVED AS TO FORM:**

---

Gary E. Rebenstorf, Director of Law



## LEGAL DESCRIPTION:


### Right of Way Acquisition:

A parcel of land lying in the Southwest Quarter of Section 12, Township 27 South, Range 2 West of the Sixth Principal Meridian, Sedgwick County, Kansas, said parcel of land being more particularly described as follows:

The East 25 feet of the West 50 feet of the North 1650 feet of said Southwest Quarter.

Said parcel contains 41,024 sq. ft. excluding existing right of way.

## LEGEND

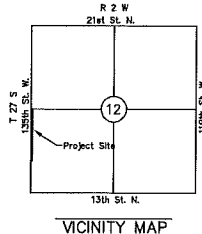
 Right of Way Acquisition  
=41,024 sq. ft.  
Excluding existing right of way.

### Owner:

Goodwin Properties, LLC  
1716 S. Richmond  
Wichita, KS. 67213-5631

### Property Identification:

AT 00077



VICINITY MAP



**135th ST. WEST 13TH TO 21ST ST. NORTH**

PROJECT NAME

**RIGHT OF WAY ACQUISITION  
TRACT MAP 4**

SHEET TITLE

JRA	DSN	CWL
DESIGN BY:	DRAWN BY:	CHECKED BY:
MAY 2011	10265	1 / 1
DATE	JOB NO.	SHEET/OF

1700 Block N 135th Street



Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.

**CITY OF WICHITA**  
**City Council Meeting**  
December 13, 2011

**TO:** Mayor and City Council

**SUBJECT:** Partial Acquisition of Vacant Land in the 13000 Block West 21<sup>st</sup> Street North for the 135<sup>th</sup> Street from 13<sup>th</sup> Street to 21<sup>st</sup> Street Improvement Project (District V)

**INITIATED BY:** Office of Property Management

**AGENDA:** Consent

---

**Recommendation:** Approve the acquisition.

**Background:** On April 19, 2011, the City Council approved funding to acquire right-of-way for a project to improve 135<sup>th</sup> Street West from 13<sup>th</sup> Street North to 21<sup>st</sup> Street North. The improvements will consist of widening the two lane road to three lanes. A center lane will be improved with a two-way, left turn lane and landscaped medians. Landscaping will be installed within available right of way. Ditches will be replaced with a storm water sewer system and sidewalks will be built along both the east and west side of 135<sup>th</sup>. The intersection at 135<sup>th</sup> Street and 21<sup>st</sup> Street will be improved with left turn lanes in each direction. Traffic signalization will be installed at the intersection if warranted at the time of construction. To facilitate the project, a twenty-five foot wide strip of land is required from the vacant parcel located at 13000 Block of West 21<sup>st</sup> Street North. The proposed acquisition area consists of 750 square feet and is located in the southeast portion of the property along 135<sup>th</sup> Street.

**Analysis:** The site is zoned for single-family development. There are no improvements to the site. The market value of the acquisition was estimated at \$750 (\$1.00 per square foot). This amount was offered to the owner and was accepted.

**Financial Considerations:** The funding source is General Obligations Bonds. A budget of \$1,500 is requested. This includes \$750 and \$750 for closing costs and related charges.

**Goal Impact:** The acquisition of this easement is necessary to ensure Efficient Infrastructure by improving an arterial street through a developed part of the City.

**Legal Considerations:** The Law Department has approved the real estate purchase agreement as to form.

**Recommendation/Action:** It is recommended that the City Council; 1) Approve the contract; 2) Approve the budget; and 3) Authorize all necessary signatures.

**Attachments:** Aerial map, tract map and real estate purchase agreement.

## REAL ESTATE PURCHASE CONTRACT

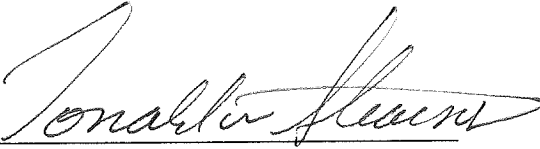
THIS AGREEMENT, Made and entered into this 23 day of NOVEMBER, 2011 by and between Donald W. Stearns and Donald L. Stearns, hereinafter referred to as "Seller," whether one or more, and the City of Wichita, Kansas, a municipal corporation, hereinafter referred to as "Buyer," whether one or more.

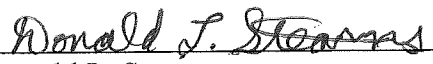
**WITNESSETH:** That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by a good and sufficient warranty deed the following described real property, situated in Sedgwick County, Kansas, to-wit:  
  
A parcel of land lying in the Northeast Quarter of Section 11, Township 27 South, Range 2 West of the 6<sup>th</sup> P.M., Sedgwick County, KS, said parcel of land being more particularly described as follows:  
  
The South 30 feet of the North 640.80 feet of the West 25 feet of the East 50 feet of said Northeast Quarter.  
  
Said parcel contains 750 square feet, more or less.
2. The Buyer hereby agrees to purchase, and pay to the Seller, as consideration for the conveyance to him of the above-described real property, the sum of Seven Hundred Fifty Dollars (\$750) in the manner following to-wit: cash at closing.
3. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.
4. It is further agreed by and between the parties hereto that all rentals, insurance (if policies acceptable to Buyer), and interest, if any shall be adjusted and prorated as of the closing date. Taxes and specials shall be pro-rated for calendar year on the basis of 100% of taxes levied for the prior year. All prior years specials and taxes shall be current at time of closing.
5. The Seller further agrees to convey the above-described premises with all the improvements located thereon and deliver possession of the same in the same condition as they now are, reasonable wear and tear accepted.
6. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before December 2, 2011.
7. Possession to be given to Buyer at closing
8. Closing costs shall be paid 100% by Buyer and 0% by Seller.

**WITNESS OUR HANDS AND SEALS** the day and year first above written.

**SELLER:**

  
Donald W. Stearns

  
Donald L. Stearns

**BUYER:**

City of Wichita, KS, a municipal corporation

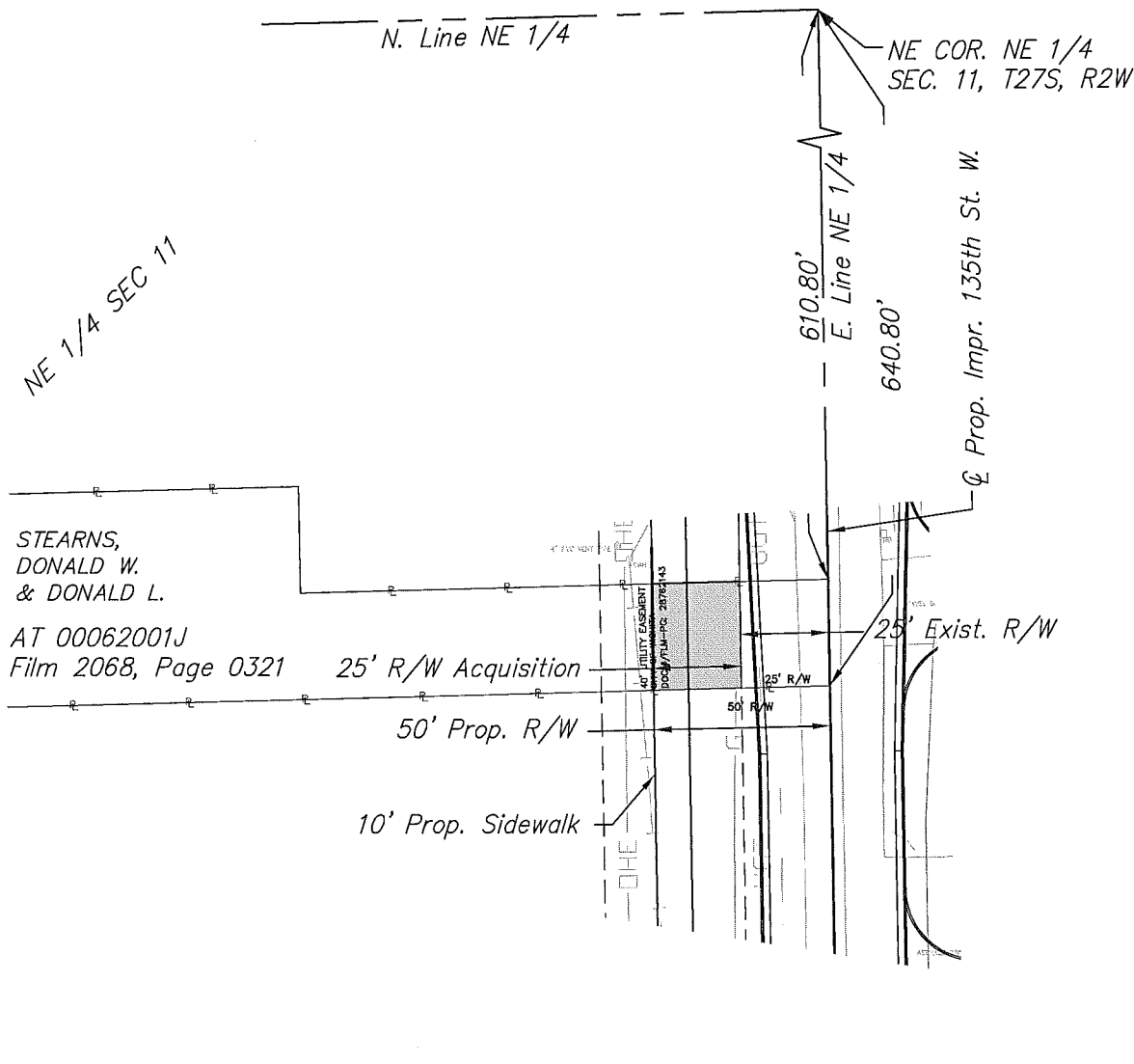
\_\_\_\_\_  
Carl Brewer, Mayor

**ATTEST:**

\_\_\_\_\_  
Karen Sublett, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Gary E. Rebenstorf, Director of Law



## LEGAL DESCRIPTION:

### Right of Way Acquisition:

A parcel of land lying in the Northeast Quarter of Section 11, Township 27 South, Range 2 West of the Sixth Principal Meridian, Sedgwick County, Kansas, said parcel of land being more particularly described as follows:

The South 30 feet of the North 640.80 feet of the West 25 feet of the East 50 feet of said Northeast Quarter.

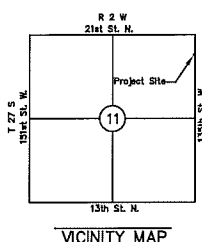
Said parcel contains 750 sq. ft. excluding existing right of way.

### Owner:


STEARNS,  
DONALD W. & DONALD L.  
P.O. BOX 1103  
Wichita, KS. 67201-1103

### Property Identification:

AT 00062001J



## LEGEND

 Right of Way Acquisition  
= 750 sq. ft.  
Excluding existing right of way.

J:\CIVIL\10265\DWG\ROW-PROP\10265 TRACT MAPS ROW.DWG



**135th ST. WEST 13TH TO 21ST ST. NORTH**

PROJECT NAME

**RIGHT OF WAY ACQUISITION**  
**TRACT MAP 11**

SHEET TITLE

JRA	DSN	CWL
DESIGN BY:	DRAWN BY:	CHECKED BY:
MAY 2011		
OCT. 2011	10265	1 / 1
DATE	JOB NO.	SHEET/OF



[illegible]

124



**CITY OF WICHITA**  
**City Council Meeting**  
December 13, 2011

**TO:** Mayor and City Council Members

**SUBJECT:** Partial Acquisition of 5056 North Valentine for the Wichita-Valley Center Flood Control Levee Certification and Rehabilitation Project (County)

**INITIATED BY:** Office of Property Management

**AGENDA:** Consent

---

**Recommendation:** Approve the acquisition.

**Background:** In 2007, the City of Wichita and Sedgwick County entered into an agreement with Federal Emergency Management Agency (FEMA) whereby it was agreed that the City and County would provide certification that the Wichita-Valley Center Flood Control levee system meet revised FEMA levee standards. As part of this certification process, certain portions of the levee system were identified as needing rehabilitation. One such segment is located at 5056 North Valentine in Park City. This property is zoned and improved for residential use. The proposed acquisition consists of 1,034 square feet and is located along the east property line, at the rear of the property. The site improvements are not impacted by the project.

**Analysis:** The owner accepted the estimated market value of \$630, or \$.61 per square foot.

**Financial Considerations:** The funding source for the project is General Obligation Bonds. A budget of \$880 is requested. This includes \$630 for the acquisition and \$250 for closing costs and title insurance.

**Goal Impact:** The acquisition of this parcel is necessary to ensure Efficient Infrastructure by improving storm water issues in a major residential area.

**Legal Considerations:** The Law Department has approved the real estate agreement as to form.

**Recommendations/Actions:** It is recommended that the City Council; 1) Approve the budget; 2) Approve the real estate agreement; and 3) Authorize the necessary signatures.

**Attachments:** Real estate agreement, tract map, and aerial map.

PROJECT: North Levee

DATE: November 21, 2011

COUNTY: Sedgwick

TRACT NO.: 24

**CITY OF WICHITA, KANSAS**  
**A MUNICIPAL CORPORATION**

**CONTRACT FOR CONVEYANCE OF REAL ESTATE BY WARRANTY DEED**

THIS AGREEMENT made and entered into this 21<sup>st</sup> day of November, 2011 by and between:

Owen L. Bolan and Sandra L. Bolan, landowners, and the City of Wichita, State of Kansas,

WITNESSETH, For consideration as hereinafter set forth, the landowner(s) hereby agree(s) to convey unto the City, their duly authorized agents, contractors and assigns the right to enter upon the following described land in Sedgwick County to wit:

A Right-of-way Acquisition Described as Follows:

**See attached legal description**

It is understood and agreed that landowner(s) is/are responsible for all property taxes on the above described property accrued prior to the conveyance of title to the City. In the event of relocation, landowner(s) hereby expressly agrees and covenants that they will hold and save harmless and indemnify the City and its authorized representatives from any and all costs, liabilities, expenses, suits, judgements, damages to persons or property or claims of any nature whatsoever which may occur during the time the City becomes legally entitled to the property until the relocation is completed. In no event will the land owner(s) be required to move until the City becomes legally entitled to the property.

The City agrees to purchase the above described real estate, and to pay therefore, the following amount within 45 days after the warranty deed conveying said property free of encumbrance has been delivered.

Approximately 1,034 sq. ft. for right-of-way

\$630.00

Cost to Cure:

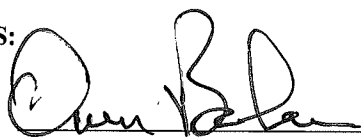
Damages including but not limited to: \_\_\_\_\_


**TOTAL**      **\$630.00**

It is understood and agreed that the above stated consideration for said real estate is in full payment of said tract of land and all damages arising from the transfer of said property and its use for the purposes above set out.

**IN WITNESS WHEREOF** The parties have hereunto signed this agreement the day and year first above written.

**LANDOWNERS:**

  
Owen L. Bolan

  
Sandra L. Bolan

City of Wichita  
County of Sedgwick  
State of Kansas

**BUYER:**

City of Wichita, KS, a municipal corporation

\_\_\_\_\_  
Carl Brewer, Mayor

**ATTEST:**

\_\_\_\_\_  
Karen Sublett, City Clerk

Approved as to form:

\_\_\_\_\_  
Gary E. Rebenstorf, Director of Law

**MEMORANDA**

Exact and full name of owner, as it appears of record:


J Owen L. Bolan and Sandra L. Bolan, husband and wife

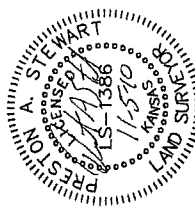
If mortgage or other liens, show names of holders:

\_\_\_\_\_

**REMARKS:**

RECOMMENDED BY:

  
\_\_\_\_\_  
Dennis Keegan, Acquisition Agent



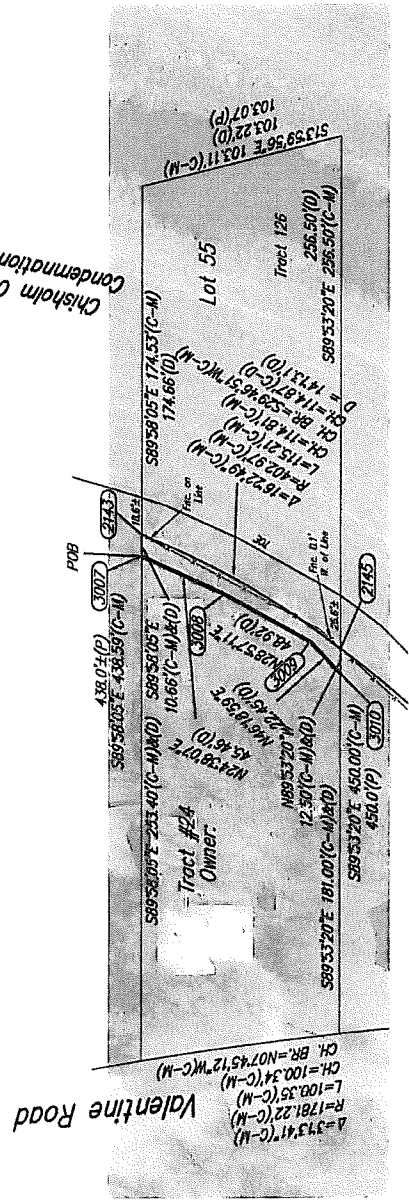
NOTE: All Coordinates listed are in State Plane coordinates Kansas Grid South.  
NOTE: Dimensions listed are on the ground.

Pt. #	State Plane Northing	State Plane Easting
2143	1,718,520.38	1,649,610.00
2145	1,718,420.74	1,649,552.98
3007	1,718,520.38	1,649,599.34
3008	1,718,479.07	1,649,580.39
3009	1,718,436.26	1,649,556.71
3010	1,718,420.76	1,649,540.48



(C) = Calculated  
Ch. = Chord Length  
Ch. Br. = Chord Bearing  
Δ = Delta Angle  
D = Degree of Curve  
(D) = Described  
L = Arc Length  
(M) = Measured  
(P) = Platted  
(Pro) = Prorated  
R = Radius

Bolan Tract "24" (Key # KE-PC-02554):  
Lot 55, Broadway Heights, an Addition to Wichita, Kansas, Sedgwick County, Kansas, except the East 0.49 acres thereof for Floodway as condemned in Case A-41501.  
ADDITIONAL TAKING DESCRIPTION:  
A portion of Lot 55, Broadway Heights, an Addition to Wichita, Kansas, Sedgwick County, Kansas, described as commencing at the northwest corner of said Lot 55; thence S89°58'05"E (assumed), along the north line of said Lot 55, 253.40 feet to the point of beginning; thence continue S89°58'05"E, along the north line of said Lot 55, 10.66 feet to a point on the west line of the Chisholm Creek Diversion Condemnation Case A-41501; thence southwesterly along the west line of said Chisholm Creek Diversion said line being a curve to the right with a degree of curve of 1473.1', having a calculated radius of 402.97 feet, an arc length of 115.21 feet, a chord length of 114.81 feet and a chord bearing of S29°46'51"W, to a point on the south line of said Lot 55; thence N89°53'20"W, along the south line of said Lot 55, 12.50 feet to a point 181.00 feet east of the southwest corner of said Lot 55; thence N46°18'59"E, 22.45 feet; thence N28°57'11"E, 48.92 feet; thence N24°38'07"E, 45.46 feet to the point of beginning.  
Additional taking contains 1,033.7 square feet, or 0.024 acres.



**Tract #24 - Exhibit**  
**KE-PC-02554 - Lot 55, Broadway Heights**  
**Sedgwick County, Kansas**

Baughman Company, P.A. 115 Ellis St. Wichita, KS 67211 P 716-262-7211 F 716-262-0149  
ENGINEERING | SURVEYING | PLANNING | LANDSCAPE ARCHITECTURE

REVISIONS

APPROVED

DRAWN

SCALE

DATE

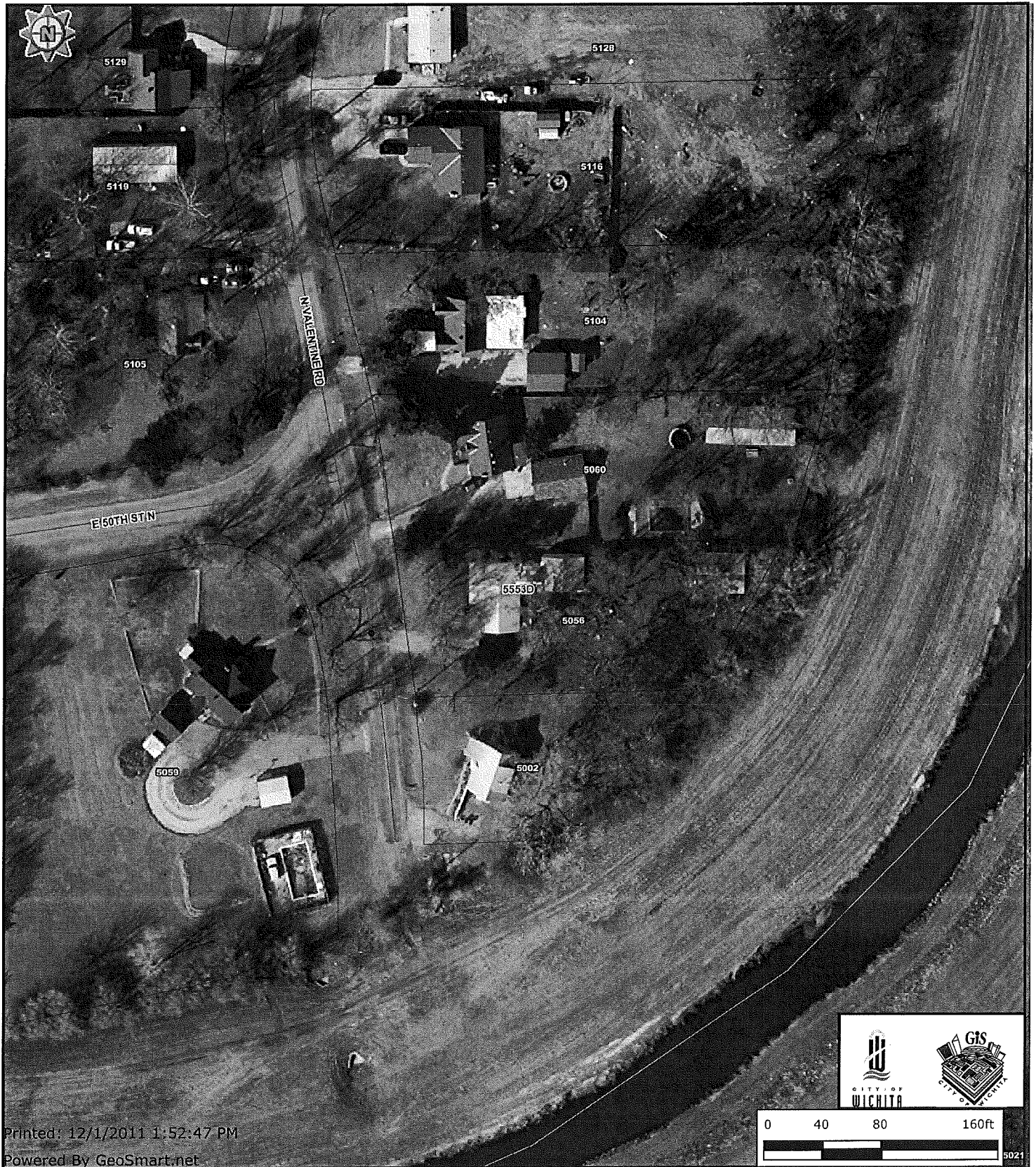
1"=60'

November 5, 2010

E:\Projects\W00CHS\_10071687\Tract\_24.dwg

10071687

# 5056 N Valentine



Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.

City of Wichita  
City Council Meeting  
December 13, 2011

**TO:** Mayor and City Council

**SUBJECT:** 2012 Special Liquor Tax Contract Renewals and Extensions

**INITIATED BY:** City Manager's Office

**AGENDA:** Consent

-----

**Recommendation:** Approve contract renewals for 12 providers and three month contract extensions for four providers, for later renewal consideration, with authorization of necessary signatures.

**Background:** At their December 14, 1999 meeting, the City Council established policy guidelines for the use and administration of the Special Liquor Tax dollars designated for alcohol and substance abuse prevention and treatment. These policy guidelines were reviewed and reaffirmed at a May 24, 2005 City Council workshop and are being used in the operation and administration of the 2011 Special Liquor Tax Program.

In September of 2010, a comprehensive Special Liquor Tax services Request for Proposals (RFP) was issued by the City's Purchasing Office to procure services for the 2011 calendar year. At its December 14, 2010 meeting, the City Council approved a provider operating budget of \$1,276,166, which uses 12 different organizations to operate 16 projects in the provision of alcohol and substance abuse prevention and treatment services. The 2011 calendar year Special Liquor Tax Program includes eight prevention and eight treatment projects, with case management services built into the projects, where appropriate. These projects address diverse populations, which include children and adults, men and women, various ethnic groups and judicially detained/referred individuals. There is a contract option to renew current calendar year projects through the 2012 calendar year.

**Analysis:** The Special Liquor Tax process is overseen by the Special Liquor Tax Coalition. Its members assess Special Liquor Tax Program needs and make program/funding recommendations to the City Council. Staff of COMCARE of Sedgwick County, which provides contract administrative services and conducts monitoring of current projects, has reviewed third quarter outcome results with the Coalition. Based on that review the Coalition is recommending that the Council fully renew the contracts for 12 of the 16 calendar year projects, and to extend by three months the contracts of the four remaining providers, with their full contract renewals to be determined after a review of their fourth quarter project outcomes.

The following chart lists the 16 calendar year projects to be considered for contract renewal at this time. The 12 projects receiving the Special Liquor Tax Coalition's full contract renewal recommendation include a 2012 recommended funding level. At the third quarter outcome reviews, the four projects with no 2012 recommended funding level listed, did not appear to be on track to successfully meet their project objectives by the end of the year. A three month contract extension through March 31, 2012, for these four providers would allow the Coalition to review their fourth quarter outcomes and return to the Council with contract renewal recommendations.

<b>Calendar Year Special Liquor Tax Providers</b>	<b>2011 Funding Level</b>	<b>2012 Recommended Funding</b>
<b>Projects Recommended for Contract Renewal</b>		
Big Brothers/Big Sisters (prevention)	\$ 98,400	\$ 98,400
Center for Health & Wellness, Treatment (treatment)	\$ 150,000	\$ 150,000
Communities in Schools (prevention)	\$ 32,766	\$ 32,766
DCCCA, Inc., Women's Recovery Center (treatment)	\$ 40,000	\$ 40,000
Mental Health Association, GEP (prevention)	\$ 60,000	\$ 60,000
Mental Health Association, Pathways (prevention)	\$ 80,000	\$ 80,000
Miracles, Women and Children's Prevention (treatment)	\$ 112,000	\$ 112,000
Recovery Concepts (formerly IATS) (treatment)	\$ 50,000	\$ 50,000
Substance Abuse Center of Kansas (treatment)	\$ 150,000	\$ 150,000
Tiyospaye, Higher Ground, CBC (prevention)	\$ 70,000	\$ 70,000
Tiyospaye, Higher Ground, Pueblo Path (treatment)	\$ 80,000	\$ 80,000
Tiyospaye, Higher Ground, Turning Point (treatment)	\$ 80,000	\$ 80,000
<b>Subtotal</b>	\$1,003,166	\$1,003,166
<b>Projects Recommended for 3 Month Contract Extension</b>		
Center for Health & Wellness, SF (prevention)	\$ 94,000	\$23,500
Knox Center (treatment)	\$ 80,000	\$20,000
Mirror, Inc. (formerly Regional Prevention Ctr) (prevention)	\$ 49,000	\$12,250
Partners for Wichita (prevention)	\$ 50,000	\$12,500
<b>Subtotal</b>	\$ 273,000	\$ 68,250
<b>Total</b>	\$1,276,166	\$1,071,416

**Financial Considerations:** The 2012 Adopted budget for the Special Alcohol and Drug Abuse Program Fund includes funding for the recommended contract renewals.

**Goal Impact:** The fulfillment of provider agreements will enhance the Quality of Life of Wichita residents by reducing the negative consequences of alcohol and other drug abuse.

**Legal Considerations:** Approval as to form by the Law Department will be obtained prior to the execution of all 2012 Special Liquor Tax provider agreement renewals and extensions.

**Recommendation/Actions:** It is recommended that the City Council approve contract renewals for the 12 Special Liquor Tax Coalition recommended providers and approve three-month contract extensions for four providers, for later renewal consideration, with authorization of necessary signatures.

**Attachments:** none



City of Wichita  
City Council Meeting  
December 13, 2010

**TO:** Mayor and City Council Members

**SUBJECT:** Supplemental Agreement for Douglas Avenue Corridor Transit Oriented Development Study

**INITIATED BY:** Metropolitan Area Planning Department

**AGENDA:** Consent

---

**Recommendation:** Approve the Supplemental Agreement.

**Background:** On April 5, 2011, the City Council approved a grant application to the Wichita Area Metropolitan Planning Organization (WAMPO) to fund a Douglas Avenue Corridor Transit Oriented Development Study for the portion of Douglas Avenue within downtown from Washington Avenue to McLean Boulevard. The grant application was successful, and the grant provided funding from the Federal Transit Administration in the amount of \$100,000 and from the Kansas Department of Transportation in the amount of \$25,000.

**Analysis:** The \$25,000 from the Kansas Department of Transportation (KDOT) was to be provided to WAMPO through a Federal Fund Exchange Agreement. In order for KDOT to make the funds available directly to the City of Wichita, KDOT is requiring that a Supplemental Agreement be approved by the City authorizing the direct funds transfer.

**Financial Consideration:** None.

**Goal Impact:** The Douglas Avenue Corridor Transit Oriented Development Study will help achieve the goals of Promoting Economic Vitality, Creating Vibrant Neighborhoods, and Ensuring Efficient Infrastructure.

**Legal Consideration:** The Law Department has reviewed and approved the Supplemental Agreement as to form.

**Recommendations/Actions:** It is recommended that the City Council approve the Supplemental Agreement and authorize the necessary signatures.

**Attachment:** Federal Fund Exchange Agreement  
Supplemental Agreement

PROJECT NO. 87 N-0541-01  
FUND EXCHANGE  
WICHITA AREA METROPOLITAN PLANNING ORGANIZATION

**S U P P L E M E N T A L   A G R E E M E N T   N o . 1**

This Agreement made and entered into effective the date signed by the Secretary or designee, by and between the Wichita Area Metropolitan Planning Organization, hereinafter referred to as the "WAMPO," the city of Park City, Kansas, hereinafter referred to as "Park City," the city of Wichita, Kansas, hereinafter referred to as "Wichita," the city of Haysville, Kansas, hereinafter referred to as "Haysville," and the Secretary of Transportation of the state of Kansas, hereinafter referred to as the "Secretary."

**R E C I T A L S:**

**WHEREAS**, Secretary and WAMPO entered into an Agreement dated March 11, 2011, hereinafter referred to as the "Original Agreement" to allow WAMPO to exchange state transportation funds for \$250,000.00 of their annual allotment of Highway Bridge Program Funds, and

**WHEREAS**, WAMPO subsequently entered into agreements with Park City for the development of a 53<sup>rd</sup> Street North Corridor Study, Wichita for the development of a Douglas Avenue Corridor Transit Oriented Development Study, and Haysville for the development of a South Broadway Corridor Plan, to be paid for with the exchange state transportation funds. All three agreements entered into with WAMPO are hereby incorporated into this Supplemental Agreement and made a part thereof, and

**WHEREAS**, WAMPO lacks a mechanism for reimbursement and has requested Secretary reimburse Park City, Wichita and Haysville for their work under the contracts entered into with WAMPO

**NOW, THEREFORE**, in consideration of this premise, the Parties hereto agree as follows:

1. On page 1 of the Original Agreement, paragraph 1 Article I be replaced in its entirety to read as follows:

1. To reimburse Park City, Haysville and Wichita, with State Funds exchanged for WAMPO's Highway Bridge Program Funds, for one hundred percent (100%) of the costs incurred pursuant to their agreements with WAMPO, up to a total maximum of \$250,000.00. Secretary agrees to make partial payments to Park City, Haysville and Wichita for amounts not less than \$1,000 and no more frequently than monthly. Such payments will be made after receipt of proper billing.

**THIS SUPPLEMENTAL AGREEMENT** shall not be construed to alter, modify, or void the terms, provisions or conditions of the Original Agreement, incorporated herein by reference, except as herein specifically provided.

**THIS SUPPLEMENTAL AGREEMENT** may be executed at different times and in any number of counterparts, each of which, when so executed, shall be deemed to be an original, and all of which taken together shall constitute one and the same agreement.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Supplemental Agreement to be signed by their duly authorized officers on the day and year first written below.

ATTEST:

WICHITA AREA METROPOLITAN  
PLANNING ORGANIZATION

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
CHAIRMAN

ATTEST:

THE CITY OF PARK CITY, KANSAS

\_\_\_\_\_  
CITY CLERK (Date)

\_\_\_\_\_  
MAYOR

(SEAL)

ATTEST:

THE CITY OF WICHITA, KANSAS

\_\_\_\_\_  
CITY CLERK (Date)

\_\_\_\_\_  
MAYOR

(SEAL)

ATTEST:

THE CITY OF HAYSVILLE, KANSAS

\_\_\_\_\_  
CITY CLERK      (Date)

\_\_\_\_\_  
MAYOR

(SEAL)

Kansas Department of Transportation  
Debra L. Miller, Secretary of Transportation

By: \_\_\_\_\_  
Jerome T. Younger, P.E. (Date)  
Deputy Secretary and  
State Transportation Engineer

PROJECT NO. 87 N-0541-01  
FUND EXCHANGE  
WICHITA AREA METROPOLITAN PLANNING ORGANIZATION

## AGREEMENT

**PARTIES:** **DEBRA L. MILLER, Secretary of Transportation,** Kansas Department of Transportation (KDOT) hereinafter referred to as the "Secretary,"

**Wichita Area Metropolitan Planning Organization,** hereinafter referred to as the "WAMPO,"

Collectively referred to as the "Parties."

**PURPOSE:** Secretary has authorized a fund exchange program which allows local units of government to exchange some or all of the federal funds allocated to them in a specific federal fiscal year for state funds allocated to Secretary.

Secretary and WAMPO desire to exchange state transportation funds ("State Funds") for all, or a portion of, the annual allotment of WAMPO's Highway Bridge Program Funds ("Federal Funds.") WAMPO has requested \$250,000.00 of their annual allotment for federal fiscal year 2011 of Federal Funds be exchanged for State Funds. Secretary and WAMPO are empowered by the laws of Kansas to enter into agreements.

### EFFECTIVE

**DATE:** The Parties in consideration of the premises and to secure the approval and construction of the Project shall mutually agree to perform in accordance with this Agreement as of the date signed by Secretary or designee.

## ARTICLE I

### SECRETARY AGREES:

1. To reimburse WAMPO, with State Funds, for one hundred percent (100%) of costs incurred pursuant to this Agreement, up to a maximum of \$225,000.00. Secretary agrees to make partial payments to the WAMPO for amounts not less than \$1,000 and no more frequently than monthly. Such payments will be made after receipt of proper billing.

## ARTICLE II

### WAMPO AGREES:

1. The total dollars exchanged under this Agreement are contingent upon the availability of State funds. If, in the judgment of Secretary, sufficient State Funds are not appropriated to continue the function performed in this Agreement, Secretary may terminate this Agreement. Secretary will not be responsible to WAMPO for any reduction in State Funds.



2. The total dollars exchanged under this Agreement are also contingent upon the availability of Federal funds. If, due to Congressional funding restrictions, sufficient Federal funds have not been allotted to WAMPO, Secretary shall exchange funds in the amount available.

3. It shall not deposit the State Funds exchanged into the operating budget for WAMPO.

4. State Funds exchanged pursuant to this Agreement shall be used on projects previously approved in the Unified Planning Work Program which is hereby incorporated by reference into this Agreement.

5. To allow Secretary to retain and use \$250,000.00 of WAMPO's Federal Funds in exchange for State Funds, WAMPO understands Secretary may use the captured funds for any purpose or for any project throughout the state.

6. Secretary is authorized by WAMPO to take such steps as are deemed by Secretary to be necessary or advisable for the purpose of securing the benefits of the current Federal-Aid Transportation Act for this exchange.

7. To participate and cooperate with Secretary in an audit which will occur either annually or by project. WAMPO shall make its records and books available to representatives of Secretary for audit for a period of five (5) years after date of final payment under this Agreement.

8. To adopt all necessary ordinances and/or resolutions and to take such legal steps as may be required to give full effect to the terms of this Agreement.

9. Upon completion of the approved activity, WAMPO shall notify Secretary and participate in a final review of the approved activity.

10. To the extent permitted by law, WAMPO agrees to defend, indemnify, hold harmless, and save the Secretary and his or her authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by WAMPO or WAMPO's employees.

11. To follow all applicable laws and statutes governing the projects undertaken pursuant to this Agreement.

### ARTICLE III

#### THE PARTIES AGREE:

1. The Special Attachment No. 1 attached hereto, pertaining to the implementation of the Civil Rights Act of 1964, is hereby made a part of this Agreement.

2. The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 1-01), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

3. This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon Secretary and WAMPO and their successors in office.

4. No third party beneficiaries are intended to be created by this Agreement, nor do the parties herein authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

5. The application submitted by WAMPO for Federal Fund exchange is hereby incorporated into this Agreement and made a part thereof.

6. Any State Funds exchanged pursuant to this Agreement may be carried over in the next federal fiscal year by WAMPO.

**IN WITNESS WHEREOF** the Parties hereto have caused this Agreement to be signed by their duly authorized officers on the day and year first above written.

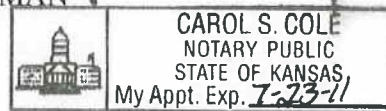
ATTEST:

3-3-11

(Date)

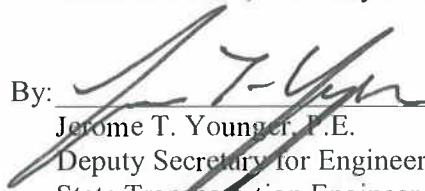
WICHITA AREA METROPOLITAN  
PLANNING ORGANIZATION

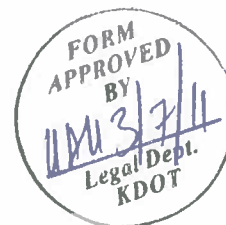
  
CHAIRMAN





Kansas Department of Transportation  
Debra L. Miller, Secretary of Transportation

By:  3/14/11  
Jerome T. Younger, P.E. (Date)  
Deputy Secretary for Engineering and  
State Transportation Engineer



City of Wichita  
City Council Meeting  
December 13, 2011

**TO:** Mayor and City Council

**SUBJECT:** Lease Agreement for Wichita Transit Vehicle (All Districts)

**INITIATED BY:** Wichita Transit

**AGENDA:** Consent

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**Recommendation:** Approve the lease agreement.

**Background:** Each year, the Federal Transit Administration (FTA) provides grant money for use in providing urban public transportation services. Cerebral Palsy Research Foundation of Kansas (CPRFK) currently operates under an agreement with Wichita Transit to provide paratransit rides to its clientele in compliance with Americans with Disability Act (ADA) public transit regulations. This van will be leased for one year with an option to renew the lease for four successive one-year terms (total length of lease is five years).

**Analysis:** Wichita Transit is required to provide complimentary paratransit service to citizens who cannot use the existing fixed-route bus system. Wichita Transit contracts with community service organizations to purchase rides to meet this ADA service requirement. This van will be used by CPRFK to provide these rides to individuals completing Wichita Transit's ADA paratransit eligibility process. Funds to pay for the local match will be provided by CPRFK (83% federal, 17% local).

**Financial Considerations:** Funding was approved in Fiscal Year 2010 FTA capital grant KS-90-X132. The purchase price of this vehicle is \$38,809. CPRFK will reimburse Wichita Transit for the local match in the amount of \$6,598. All operating costs incurred for the vehicle during the term of the lease will be paid by CPRFK.

**Goal Impact:** To Ensure an Efficient and Effective Infrastructure by maintaining and optimizing public facilities and assets.

**Legal Consideration:** The City's Law Department has reviewed and approved the lease agreement as to form.

**Recommendations/Actions:** It is recommended that the City Council approve this lease agreement and authorize the necessary signatures.

**Attachments:** Lease Agreement for Wichita Transit Vehicle

## LEASE AGREEMENT FOR WICHITA TRANSIT VEHICLE

This lease is made and entered into this 1<sup>st</sup> day of January 2012, between the City of Wichita-Wichita Transit, with offices at 777 E. Waterman, Wichita, Kansas 67202, hereinafter referred to as LESSOR, and Cerebral Palsy Research Foundation of Kansas Inc. with offices at 5111 E. 21<sup>st</sup> Street, Wichita, Kansas 67208 hereinafter referred to as LESSEE.

Lessor hereby leases to the Lessee, upon the terms and conditions of this Lease and of the Master Agreement FTA-MA-4 dated October, 1997 as hereafter amended and the Federal Transit Administration (FTA) capital grant project No.KS-90-X132-00 the following described vehicle (s):

<u>YEAR</u>	<u>MAKE</u>	<u>MODEL</u>	<u>VEHICLE ID</u>
2011	Dodge	Minivan Conversion	2D4RN4DG1BR772770

The term of this lease shall be a period of one (1) year, commencing January 2012 and ending December 2012, with the option to renew for up to three (4) additional, successive one (1) year terms. At the end of such term or renewal or upon termination of this lease agreement as provided by Item 12 of Appendix A, General Provisions, attached hereto and which is incorporated herein by this reference, the Lessee shall promptly return said vehicle to the Lessor in the condition in which it was received, ordinary wear and tear excepted.

As part consideration for the lease of the above described vehicle, the Lessee agrees to pay the Lessor: 1) a one time local match requirement in accordance with FTA Grant KS-90-X132-00 in the amount of \$6,597.53(17% of purchase price amount \$38,809), and 2) a registration fee of \$20.00 per year, payable herewith and on each anniversary of the commencement date hereof for as long as the lease term is renewed.

Lessee shall use the vehicle to meet the transportation needs for individuals who are approved for Paratransit service by completing the Wichita Transit ADA Paratransit Eligibility approval process.

Lessee shall not utilize the vehicle for the purpose of providing charter services for the general public or any other organization, and shall utilize the vehicle so that they do not compete with public or private transit carriers.

At the termination of the term of this lease or any successive renewal in compliance with meeting FTA vehicle useful life requirements, the Lessee may, within thirty (30) days thereof, purchase the vehicle leased hereunder. The purchase price shall be the then-current fair market value of said vehicle. Payment of the purchase price shall be due at the time Lessee exercises this option. Upon receipt of written notice of Lessee's exercise of this option and payment, Lessor shall deliver proof of ownership documents for the purchased vehicles to Lessee.

This Lease shall not be assignable, nor may the vehicle described herein be subleased without the express written permission of the Lessor. If the Lessor gives its permission for such assignment or sublease, the terms of this Lease shall be incorporated into the assignment or sublease and binding on the parties thereto.

Lessee agrees to comply with the requirements of Appendix A, General Provisions attached to this Lease, as well as all standard assurances and one time submissions contained in FTA capital grant project KS-90-X132-00 incorporated by reference.

IN WITNESS WHEREOF, the parties have duly executed this Lease on the day and year above first written.

CITY OF WICHITA, KANSAS

CEREBRAL PALSY RESEARCH  
FOUNDATION OF KANSAS (CPRFK)

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Carl Brewer, Mayor

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Patrick Jonas, President and CEO

Attest:

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Karen Sublett, MMC, City Clerk

*(seal)*

Approved as to form:

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Gary E. Rebenstorf, Director of Law

APPENDIX A  
GENERAL PROVISIONS

1. Lessee agrees to comply with the requirements of the Federal Transit Administration (FTA) and all standard assurances and one time submissions contained in capital grant project No.KS90-X132-00, which is incorporated by this reference as though fully set forth herein, which are binding on the Lessor, where such terms, rules and regulations are applicable to the Lessee and its intended use of said vehicle and equipment.

Lessee also agrees to be bound to the Federal Government by the same assurances made by the Lessor to the Federal Transit Administration with regard to compliance with statutes, regulations, administrative requirements, executive orders, Title VI of the Civil Rights Act of 1968, Section 223 of the Americans with Disabilities Act of 1990, all applicable federal regulations covering drug free workplace and drug/alcohol testing, all equal employment opportunity and affirmative action program requirements, laws and procedures. Other said assurances are listed in the FY2009 Annual List of Certifications and Assurances, and as amended annually in the Federal Register and are incorporated herein by this reference.

2. Lessee hereby assumes and shall bear risk of loss and damage to the vehicle from any and every cause whatsoever. In the event of loss or damage of any kind to the vehicle, or any part thereof, which loss or damage is not covered by insurance proceeds as set forth in Item 5 (b) hereof, the Lessee, at the option of the Lessor, shall:
  - A. Place the same in good repair, condition and working order; or
  - B. Replace the same with vehicle in good repair, condition, and working order, which vehicle shall thereupon become subject to this Lease; or
  - C. Pay Lessor in cash the Straight Line Per–Annum depreciated value of said vehicle prior to the damage or loss, as mutually agreed by Lessor and Lessee. Upon such payment, this Lease shall terminate with respect to the said damaged vehicle and Lessee thereupon shall become owner thereof.
3. Notwithstanding any other agreements, the Lessee agrees to indemnify and hold the Lessor harmless from all legal liability with respect to bodily injury, death and property damage arising from the negligence of the Lessee, its employees, officers, agents and assignees in its use, maintenance and operation of each vehicle leased hereunder.
4. Lessee shall:
  - A. At its own expense, maintain and provide liability, collision and comprehensive insurance coverage with the following limits, or with higher limits if required by state law during the term of this agreement:
    - i. Liability:

Bodily Injury:	\$500,000	Each Accident
Property Damage:	\$500,000	Each Accident
OR		
Bodily Injury & Property Damage Liability (Combined Single Limit)	\$500,000	Each Accident
    - ii. Collision:

Actual Cash Value with a deductible of no more than \$1,000 to be paid by Lessee.

iii. Comprehensive:

Actual Cash Value with a deductible of no more than \$1,000 to be paid by Lessee.

- B. The loss payable endorsement shall provide that all amounts payable by reason of loss for damage to the vehicle(s) and equipment shall be payable to the Lessor only. The Lessor agrees to apply all insurance proceeds to the repair of the vehicle. In the event that the vehicle is not repairable, this Lease will be terminated with respect to the vehicle and the Lessor shall retain the insurance proceeds.
  - C. The certificate of insurance shall state that the City of Wichita, Kansas/Wichita Transit shall be an additional insured under the policy of insurance and will be given a 30 day notice prior to any material change or cancellation of any policy covered by the certificate of insurance. Such policy or certificate thereof shall be delivered to the Lessor prior to the delivery of the vehicle(s) to the Lessee. Copies of all renewal policies and certificates shall be sent to the Lessor
- 5. Lessee shall, at its own expense, pay all operating expenses necessary for the proper use and operation of each vehicle covered by this agreement. Lessee shall also be responsible for all maintenance of the vehicle and related equipment. Such maintenance shall be performed at factory-authorized maintenance facilities, or facilities approved by Lessor, and in accordance with manufacturer's recommended schedules and procedures. Lessee shall maintain maintenance records on the vehicle, which shall be subject to inspection by representatives of the Lessor during regular business hours. Representatives of the Lessor, FTA shall also have the right to inspect the vehicle from time-to-time during the term hereof to confirm that the vehicle is being properly maintained.
  - 6. Lessee shall, at its own expense, pay all storage charges, parking charges, and fines, and shall also pay any fee imposed on each vehicle by any duly constituted governmental authority as a result of the use of intended use of the vehicle by the Lessee.
  - 7. No alterations, additions or improvements shall be made to the vehicle without the prior written consent of the Lessor. All additions and improvements of whatsoever kind or nature made to the vehicle shall immediately become the property of the Lessor and subject to the terms of this Lease.
  - 8. Lessee shall inspect the vehicle within 24 hours after receipt thereof. Unless the Lessee, within said period of time, gives written notice to the Lessor specifying any defect in, or other proper objection to, the vehicle, the Lessee agrees that it shall be conclusively presumed, as between the Lessor and the Lessee, that the Lessee has fully inspected and acknowledged, that the vehicle is in good condition and repair, and that the Lessee is satisfied with and has accepted the vehicle in such good condition and repair. Lessee acknowledges that it is not relying on any promise as to the fitness of the vehicle leased, and that none has been made by the Lessor. The Lessee hereby waives any claim against the Lessor for maintenance expenses or for other loss or damage to the Lessee as a result of the condition or performance of the vehicle leased.
  - 9. Lessee will not permit any person to operate the vehicle unless such a person is a qualified, competent and careful licensed driver or chauffeur, and is otherwise permitted by law to operate the vehicle described herein. An annual motor vehicle driver's record check, conducted by the Lessee, is required for each driver of the vehicle and must be submitted to the Lessor within 30 days after completion.
  - 10. Lessee shall mark said vehicle with exterior decals, provided by the Lessor, for the purpose of identifying said vehicle as being owned by the City of Wichita, Kansas/Wichita Transit. The Lessee may, in addition to the Lessor decal, place its own exterior identification decal on the vehicle for the purpose of identifying the lessee sponsored operation of said vehicle. Any other interior or exterior advertisements, paid or otherwise, are prohibited and may not be placed on said vehicle.

11. Lessee shall keep satisfactory records with regard to the use of the vehicle to assure compliance with FTA regulations, and the terms and conditions of this Lease, and agrees to submit such records along with the maintenance records required by Item 5 of these General Provisions, on a monthly basis to the Lessor during the term hereof. In addition, Lessee shall permit authorized representatives of the City of Wichita/Wichita Transit, U.S. Department of Transportation, and the Comptroller General of the United States to inspect and audit all data and records of Lessee relating to its performance under the Lease.
12. This Lease is irrevocable for the full term hereof and shall not be terminated or cancelled by Lessor or Lessee except as follows:
  - A. Lessee will have the option to cancel this lease upon 30 days written notice should the Lessee become financially unable to provide funds for the operation of said vehicle.
  - B. Lessee shall be obligated to immediately return the vehicle to the Lessor without notice, should the Lessee fail to provide transportation in compliance with FTA regulations, or should the Lessee fail to fully comply with the terms and conditions of this Lease.
  - C. Lessor and the Lessee may agree to terminate this Lease for their mutual convenience.
13. This Lease is, and is intended, to lease said vehicle and Lessee does not hereby acquire any right, title, or interest whatsoever, legal or equitable, in said vehicle or equipment except as provided in this agreement. Lessor shall not be deemed a joint venturer with the Lessee in the operation of said vehicle, and Lessor and Lessee agree that Lessor shall not have right of control of the use of the vehicle leased except as set out herein.
14. This Lease shall be governed by and construed under the laws of the State of Kansas.
15. Lessor's failure to strictly enforce any provisions of this Lease shall not be construed as a waiver thereof or as excusing the Lessee from future performance.
16. Notices provided for hereunder shall be deemed given when sent by certified mail to the signatories of this Lease at the addresses of the Lessee and the Lessor, as contained in this Lease, or to such person and address as either party shall notify the other in writing.
17. This Lease constitutes the entire agreement between the parties hereto, and any changes or modifications of this Lease must be in writing and signed by the parties hereto.



City of Wichita  
City Council Meeting  
December 13, 2011

**TO:** Mayor and City Council

**SUBJECT:** Sculpture Relocation at National Center for Aviation Training (NCAT)  
(District VI)

**INITIATED BY:** Division of Arts & Cultural Services

**AGENDA:** Consent

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**Recommendation:** Approve the relocation of the sculpture titled “Flight” by artist Karl Ramberg from storage to the campus of the National Center for Aviation Training (NCAT) located at 4004 N. Webb Road, Wichita, KS.

**Background:** The “Flight” sculpture, created by Karl Ramberg, was donated to the City of Wichita in 2000 and has been in storage until an appropriate site location could be determined. Karl Ramberg is a Kansas sculptor known for creating works in stone. “Flight” is a stone sculpture standing approximately eight feet tall with wing-like extensions rising toward the sky. This past year, Sedgwick County officials viewed the sculpture in storage and deemed an appropriate location for the sculpture would be the NCAT.

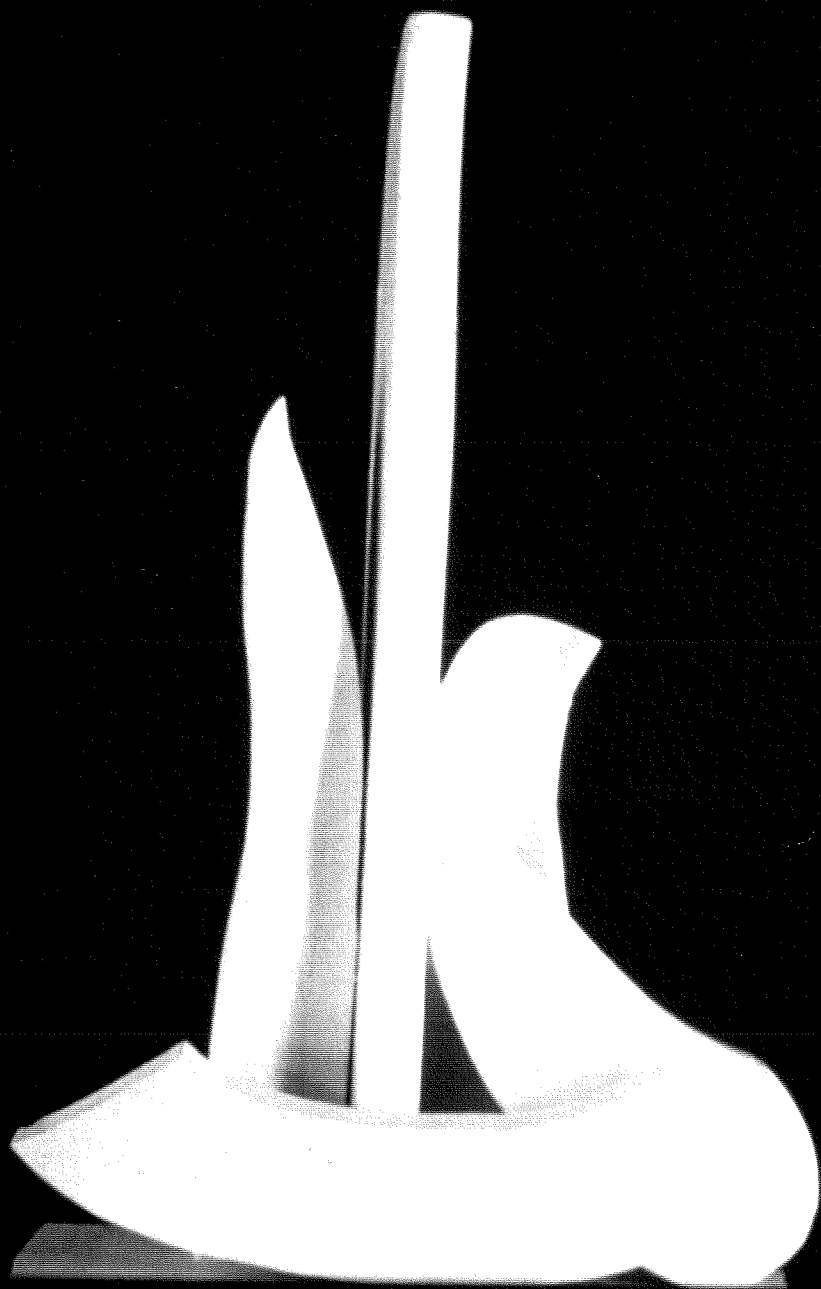
**Financial Consideration:** Sedgwick County officials will pay for the construction and installation of the sculpture base, relocation of the sculpture from storage to the new location and installation of the sculpture to the base at no cost to the City of Wichita. The City of Wichita will provide maintenance for the sculpture.

**Goal Impact:** To Enhance the Quality of Life for citizens of Wichita by providing the citizens of Wichita and Sedgwick County an aesthetically pleasing environment.

**Legal Consideration:** The Law Department has reviewed the proposed relocation and there are no legal impediments to accepting the proposed site from Sedgwick County.

**Recommendations/Actions:** It is recommended that the City Council approve the relocation of the sculpture titled “Flight” by artist Karl Ramberg from storage to the campus of the National Center for Aviation Training (NCAT) located at 4004 N. Webb Road, Wichita, KS.

**Attachments:** One (1) photo



**City of Wichita**  
**City Council Meeting**  
December 13, 2011

**TO:** Mayor and City Council

**SUBJECT:** Payment for Settlement of Claim

**INITIATED BY:** Law Department

**AGENDA:** Consent

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**Recommendation:** Authorize payment of \$20,457.34 as a full settlement for all claims arising out of the City's installation of a 48" pipeline as part of the City's ASR project.

**Background:** In May of 2011, a 48" pipeline was laid across claimant's field as part of the City's ASR project. The City had acquired temporary construction easements and permanent pipeline easements on a portion of the field. Under the purchase contract for the easements, the owner agreed that crop losses on the 5.14 acre easement area were covered by the purchase price, and the agreement also provided that the claimant could file a claim if the work caused crop damage outside the easement area. The agreement, also provided that the City would restore the field to its original grading after the completion of the work.

The work resulted in loss of irrigation, and consequent crop loss, on 12.61 acres outside the easement area. The easement area needs to be re-graded to restore proper irrigation.

**Analysis:** The \$5,000 sought for re-grading is proper, and the agreement for purchase of the easement stated that the City would restore the field to its original grading after completion of the work. The remaining \$15,467.34 to be paid represents crop loss outside the easement area.

**Financial Considerations:** Funding for this settlement payment is from the City's Tort Claims Fund.

**Goal Impact:** The proposed settlement will ensure efficient infrastructure.

**Legal Considerations:** The Law Department recommends payment of the settlement.

**Recommendations/Actions:** It is recommended that the City Council authorize payment of \$20,457.34 as a full settlement for all claims arising out of the City's installation of a 48" pipeline as part of the City's ASR project.

**CONTRACTS & AGREEMENTS  
BLANKET PURCHASE ORDERS RENEWAL OPTIONS  
NOVEMBER 2011**

COMMODITY TITLE	EXPIRATION DATE	VENDOR NAME	DEPARTMENT	ORIGINAL CONTRACT DATES	RENEWAL OPTIONS REMAINING
Boots and Shoes - Police (Group 1)	11/30/2011	Baysinger Police Supply, Inc.	Police	12/1/2010 - 11/30/2011	2 - 1 year options
Boots and Shoes - Police (Group 2 and Group 3)	11/30/2011	Galls, Inc. an Aramark Company	Police	12/1/2010 - 11/30/2011	2 - 1 year options
Drug Treatment for Drug Court (Out Patient Only)	11/30/2011	Comcare Sedgwick County (aka Comprehensive Community Care of Sedgwick County)	Municipal Court	10/7/2008 - 8/31/2009	2 - 1 year options
Fire Hydrants	11/30/2012	Wichita Winwater Works Co.	Public Works & Utilities	12/7/2010 - 11/30/2011	1 - 1 year option
Pebble Quiklime - Bulk Delivery	11/30/2012	U.S. Lime Company - St. Clair	Public Works & Utilities	12/1/2010 - 11/30/2011	1 - 1 year option
Scrap Tire Removal & Disposal	11/30/2012	Wlechman-Bush Tires Inc.	Public Works & Utilities	12/1/2010 - 11/30/2011	1 - 1 year option
Solid Deicer for Runways	11/30/2011	Old World Industries, Inc.	Airport	12/1/2009 - 11/30/2010	1 - 1 year option

**PROFESSIONAL CONTRACTS UNDER \$25,000  
NOVEMBER 2011**

VENDOR NAME	DOCUMENT NO	DOCUMENT TITLE	AMOUNT		
Ruggles & Bohm PA	PO130908	Engineering Consulting	4,500.00		
Ruggles & Bohm PA	PO130909	Engineering Consulting	11,000.00		
Baughman Co.	PO130927	Engineering Consulting	7,800.00		
Baughman Co.	PO130928	Engineering Consulting	8,800.00		

**ANNUAL MAINTENANCE CONTRACTS OVER \$25,000  
DIRECT PURCHASE ORDERS FOR NOVEMBER 2011**

VENDOR NAME	DOCUMENT NO	DOCUMENT TITLE	AMOUNT		
Blackbaud	DP130883	Software Maintenance/Support	\$29,110.22		

**City of Wichita  
City Council Meeting  
December 13, 2011**

**TO:** Mayor and City Council

**SUBJECT:** Mobile Radios Project (All Districts)

**INITIATED BY:** Police Department

**AGENDA:** Consent

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**Recommendation:** Approve the Ordinance and project initiation.

**Background:** Currently, the City utilizes approximately 1,900 mobile radios. This includes approximately 600 radios used in the Police Department and Fire Department. These radios form a communication lifeline between the emergency responders and the dispatch center, other officers on the street and command staff. The remaining radios are used by other City field staff for communication purposes.

**Analysis:** Sprint Nextel purchased the radio frequency used by emergency services from the FCC requiring emergency services to operate on a new radio frequency. Also, the State is requiring emergency responder radios to upgrade to P25 (digital) compliance using a common channel template to insure full interoperability after the switch to the new digital system in 2012. The State goal is in alignment with those of Homeland Security Presidential Directives 5 and 8 for achieving interoperable communications between agencies. This provides agencies the capability to communicate with other state or region agencies in case of a mutual aid incident such as the Greensburg tornado. This capability would allow Wichita Police and Fire departments to communicate with different agencies – something not possible with the current system.

As emergency responder radios are replaced, those radios will be shifted to non-emergency uses as appropriate, reducing the City's overall cost for maintaining needed communications. With the new system, the older radios would have a limited range, but could be useful for localized communication needs in the Public Works and Park Departments.

**Financial Considerations:** The 2009-2018 CIP includes \$3 million for new mobile radios. This allocation was included in anticipation of the digital changeover. As replacement needs and costs have been reviewed, the amount was increased to \$4 million in the current draft 2011-2020 CIP. Funding is from General Obligation bonds. To minimize costs, staff has and will continue to utilize grant funding when appropriate.

**Legal Considerations:** The Ordinance has been reviewed and approved as to form by the Law Department.

**Recommendations/Actions:** It is recommended that the City Council approve the Mobile Radio project and place the ordinance on first reading.

**Attachment:** Ordinance

Published in the Wichita Eagle on December 23, 2011

ORDINANCE NO. 49-173

AN ORDINANCE DETERMINING THE NECESSITY FOR ACQUIRING MOBILE RADIOS, TOGETHER WITH CERTAIN SPARE PARTS AND EQUIPMENT, AND PROVIDING THAT THE COST OF SAID ACQUISITION SHALL BE PAID BY THE CITY OF WICHITA, KANSAS, AT LARGE THROUGH THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY OF WICHITA, KANSAS, UNDER THE CITY'S HOME RULE AUTHORITY AS SET OUT IN ARTICLE 12, SECTION 5, OF THE CONSTITUTION OF THE STATE OF KANSAS.

WHEREAS, Article 12, Section 5, of the Constitution of the State of Kansas empowers cities to determine their local affairs by ordinance; and

WHEREAS, the City of Wichita, Kansas, has determined that it is necessary and in the public interest to acquire mobile radios to replace mobile radios that are outdated or inoperable and cannot be repaired, together with certain spare parts and equipment; and

WHEREAS, the amount of general obligation bonds issued in connection with such acquisition shall not exceed the sum of \$4,000,000.00, exclusive of the costs of interest on borrowed money.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. The governing body of the City of Wichita, Kansas, hereby determines that it is necessary and declares its intention to acquire new mobile radios, together with related spare parts and equipment, to be used primarily by the Police, Fire, Parks & Recreation and Public Works & Utilities departments.

SECTION 2. The cost of the radios and equipment is an amount not to exceed the sum of \$4,000,000.00, exclusive of the costs of interest on borrowed money, and all or a part of such cost shall be paid by the City of Wichita, Kansas, at large by the issuance of general obligation bonds under the City's home rule authority under Article 12, Section 5 of the Constitution of the State of Kansas.

SECTION 3. This ordinance shall be effective upon its passage and publication once in the official City paper.

ADOPTED at Wichita, Kansas, this 20th day of December, 2011.

\_\_\_\_\_  
Carl Brewer, Mayor

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

(SEAL)

Approved as to Form:

\_\_\_\_\_  
Gary E. Rebenstorf  
Director of Law

City of Wichita  
City Council Meeting  
December 13, 2011

**TO:** Mayor and City Council

**SUBJECT:** Grant Award for Clean Diesel Fleet Equipment (All Districts)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** Consent

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**Recommendations:** Accept the grant award.

**Background:** The Environmental Protection Agency (EPA) has a grant program, the National Clean Diesel Funding Assistance Program, for improving air quality by reducing diesel emissions. The City submitted a grant request for \$180,000 to assist in replacing two pieces of construction equipment and repowering two other vehicles. The required City match is \$380,000. This grant will assist the City in continuing to meet EPA mandated air quality standards. The City Council affirmed the grant application on August 23, 2011.

**Analysis:** The City has received notification of grant award. The full amount requested, \$180,000, has been approved for assisting in the replacement and repower of equipment. The Kansas Department of Health and Environment (KDHE) will administer the grant funds on behalf of the EPA. The Fleet Heavy Equipment Replacement project will provide matching funds.

**Financial Considerations:** The City's match of \$380,000 will be funded by the Fleet Heavy Equipment Replacement project. The City will also provide interim financing for the \$180,000 grant award. The EPA grant funding will reimburse the project account after expenditures have been reviewed and verified by KDHE.

**Goal Impact:** Replacement of heavy equipment directly supports the Efficient Infrastructure and Core Area/Neighborhoods Goals by replacing street and park maintenance equipment. Equipment replacement using CIP and grant funds also supports the Safe and Secure Community Goal by reducing the competition for limited replacement funding and improving environmental air quality.

**Legal Considerations:** The City Council must approve grant awards.

**Recommendation/Actions:** It is recommended that the City Council accept the grant award and authorize the necessary signatures.

**Attachment:** None.

**Second Reading Ordinances for December 13, 2011 (first read on December 6, 2011)**

**A. Public Hearing on the Establishment of the Southfork Redevelopment District (Tax Increment Financing) (District III)**

ORDINANCE NO. 49-161

An Ordinance of the City of Wichita establishing the 47th and I-135 Redevelopment District.

**B. Public Hearing and Issuance of Industrial Revenue Bonds (Cessna Aircraft Company) (Districts III and IV)**

ORDINANCE NO. 49-162

An Ordinance authorizing the City of Wichita, Kansas, to issue its taxable industrial revenue bonds, Series VII, 2011 (Cessna Aircraft Company), in the original aggregate principal amount of not to exceed \$17,000,000 for the purpose of purchasing, acquiring, renovating, equipping, constructing and/or installing an industrial and commercial facility; authorizing execution of a Twenty-First supplemental trust indenture by and between the city and the bank of New York Mellon Trust Company, N.A., St. Louis, Missouri, as trustee with respect to the Series VII, 2011 bonds; authorizing the city to lease said project to Cessna Aircraft Company; authorizing the execution of a twenty-first supplemental lease by and between the City and Cessna Aircraft Company; authorizing the execution of a bond purchase agreement by and between the City and Cessna Aircraft Company, as purchaser of the bonds; and authorizing execution of a bill of sale, termination and release of eleventh supplemental lease and cancellation, discharge and release of Eleventh supplemental trust indenture.

**C. Public Hearing and Issuance of Industrial Revenue Bonds (Bombardier Learjet) (Districts IV and V)**

ORDINANCE NO. 49-163

An Ordinance authorizing the City of Wichita, Kansas, to issue its taxable industrial revenue bonds in the original aggregate principal amount not to exceed \$4,943,648.04 for the purpose of providing funds to finance the installation of improvements to certain existing aviation manufacturing and flight testing facilities as well as to finance the acquisition of certain machinery and equipment for such facilities located in the City of Wichita, Kansas; prescribing the form and authorizing execution of a twentieth supplemental trust indenture by and between the City and the Bank of New York Mellon Trust Company, N.A., St. Louis, Missouri (the "trustee"), as trustee with respect to the bonds; prescribing the form and authorizing the execution of a Twentieth supplemental lease by and between Learjet Inc. and the City; approving the form of a guaranty agreement; and authorizing the execution of a bond purchase agreement by and between the City and Learjet Inc., as purchaser of the bonds.



**D. Water and Sewer Rate Increases.**

ORDINANCE NO. 49-164

An Ordinance amending Section 17.12.090 of the code of the City of Wichita, Kansas, pertaining to schedule of rates and charges for water service, and repealing the original of said section.

ORDINANCE NO. 49-165

An ordinance amending section 16.14.040 of the code of the city of Wichita, Kansas, relating to the schedule of rates for users of the sanitary sewer system, and repealing the original of said section.

**E. Year-end Salary and Classification Ordinances.**

ORDINANCE NO. 49-166

An Ordinance providing for a uniform schedule of standard pay ranges for exempt employees of the City of Wichita, repealing Ordinance No. 48-586.

ORDINANCE NO. 49-167

An Ordinance providing for a uniform schedule of standard pay ranges for non-exempt employees of the City of Wichita, repealing Ordinance No. 48-993.

**F. Grant Award for Clean Diesel Fleet Equipment.**

ORDINANCE NO. 49-169

An ordinance determining the necessity for acquiring fleet vehicles and equipment, and providing that the cost of said acquisition shall be paid by the City of Wichita, Kansas, at large through the issuance of general obligation bonds of the City of Wichita, Kansas, under the City's Home Rule authority as set out in Article 12, Section 5, of the Constitution of the State of Kansas.

City of Wichita  
City Council Meeting  
December 13, 2010

**TO:** Mayor and City Council Members

**SUBJECT:** DER2011-07: City of Wichita Boundary Resolution

**INITIATED BY:** Metropolitan Area Planning Department

**AGENDA:** Planning (Consent)

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**Recommendation:** Approve the Boundary Resolution.

**Background:** The City of Wichita is required by Kansas State law to annually prepare a description of the corporate boundaries, which is contained with the attached Boundary Resolution. The law requires that the description shall define the boundaries after incorporating all changes made through annexation or exclusions of territory since December 21, 2010.

During the calendar year 2010, the City of Wichita approved four annexations, all of which were requests. The annexations resulted in a total of 103.06 acres (0.161 square miles) being added to the City, resulting in an incorporated area of 163.262 square miles, as of December 31, 2011.

**Analysis:** City Engineering staff has prepared a legal description of all territory annexed into the City of Wichita since December 21, 2010, which is contained with the attached Boundary Resolution.

**Financial Consideration:** None.

**Goal Impact:** Annexation assists the City of Wichita with accomplishing the goal to Ensure Efficient Infrastructure by facilitating optimized public facilities and assets.

**Legal Consideration:** K.S.A. 12-517 requires that for any year in which any territory has been added or excluded from any city, the governing body of such city shall declare, by resolution, the entire boundary of the city. The Law Department has reviewed and approved the Boundary Resolution as to form.

**Recommendations/Actions:** Approve the Boundary Resolution and authorize the necessary signatures.

**Attachment:** Boundary Resolution

RESOLUTION NO. 11-281

A RESOLUTION DECLARING, ESTABLISHING AND DEFINING THE CITY LIMITS AND BOUNDARIES OF THE CITY OF WICHITA, KANSAS, AFTER ALL ANNEXATIONS OF TERRITORY AND EXCLUSIONS OF TERRITORY SINCE DECEMBER 21, 2010.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1: That hereafter and until altered or changed in accordance with the law, the City Limits are, and the entire boundaries of the City of Wichita, Kansas are hereby defined, established and declared to be as follows:

Beginning at the intersection of the north right-of-way line of 13th Street North and the east right-of-way line of 127<sup>th</sup> Street East; thence east along said north right-of-way line to the west line of the Southeast Quarter of Section 11, Township 27 South, Range 2 East of the 6<sup>th</sup> P.M.; thence north along said west line to the south right-of-way line originally designated for the St. Louis, Wichita, and Western Railway Company; thence east along said south right-of-way line to west line of the east half of said Southeast Quarter; thence south along said west line to the north right-of-way line of 13<sup>th</sup> Street North; thence east along said north right-of-way line to the east line of the west half of the Southeast Quarter of Section 12, Township 27 South, Range 2 East of the 6<sup>th</sup> P.M.; thence north along said east line to the south line of the originally designated right-of-way for the St. Louis, Wichita, and Western Railway Company; thence west along said south right-of-way line to a point located 487 feet east of the west line of the Southwest Quarter of Section 12, Township 27 South, Range 2 East of the 6<sup>th</sup> P.M.; thence south along a line parallel to said west line to a point located 568.23 feet south the north line of said Quarter Section; thence west along a line parallel to said north line to the east right-of-way line of 143<sup>rd</sup> Street East; thence north along said east right-of-way line to the north line of the South Half of Section 1, Township 27 South, Range 2 East of the 6<sup>th</sup> P.M.; thence west along said north line and the north line of the South Half of Section 2, Township 27 South, Range 2 East of the 6<sup>th</sup> P.M. to the east right-of-way line of 127<sup>th</sup> Street East; thence north along said east right-of-way line to the south right-of-way line of 29<sup>th</sup> Street North; thence west along said south right-of-way line to the west right-of-way line of 127<sup>th</sup> Street East; thence north along said west right-of-way line to the north right-of-way line of 29<sup>th</sup> Street North; thence west along said north right-of-way line to the east right-of-way line of Greenwich Road; thence north along said east right-of-way line to a point located 350 feet north of the south line of Section 34, Township 26 South, Range 2 East of the 6<sup>th</sup> P.M.; thence west parallel to the south line of said Section 34 and the south line of Section 33, Township 26 South, Range 2 East of

the 6<sup>th</sup> P.M. to a point on the west right-of-way line of Greenwich Road located 350 feet north of the south line of said Section 33; thence north along said west right-of-way line to the north line of the south half of the Southeast Quarter of said Section 33; thence west along said north line of the south half to the east line of the West Half of said Section 33; thence north along said east line and the east line of the West Half of Section 28, Township 26 South, Range 2 East of the 6<sup>th</sup> P.M. to the south line of the Northeast Quarter of said Section 28; thence east along said south line, a distance of 283.35 feet; thence bearing N 06°02'48" E to the south right-of-way line of 45<sup>th</sup> Street North; thence west along said south right-of-way line to the east line of the West Half of Section 29, Township 26 South, Range 2 East of the 6<sup>th</sup> P.M.; thence north along the east line of said West Half and the east line of the West Half of Section 20, Township 26 South, Range 2 East of the 6<sup>th</sup> P.M. to the south right-of-way line of the Union Pacific Railroad; thence southwesterly along said south right-of-way line to the north right-of-way line of 45<sup>th</sup> Street North; thence west along said north right-of-way line to the north right-of-way line of the Union Pacific Railroad; thence northeasterly along said north right-of-way line to the east line of the Southwest Quarter of Section 20, Township 26 South, Range 2 East of the 6<sup>th</sup> P.M.; thence north along said east line to the north line of said Southwest Quarter; thence west along said north line to the east right-of-way line of Rock Road; thence south along said east right-of-way line to the north right-of-way line of 45<sup>th</sup> Street North; thence west along said north right-of-way line to the west right-of-way line of Rock Road; thence south along said west right-of-way line to the northerly right-of-way line of the Missouri-Pacific Railroad; thence southwesterly along said northerly right-of-way line to a point 1465.01 feet northeast of its intersection with the west line of the east half of Section 30, Township 26 South Range 2 East of the 6<sup>th</sup> P.M.; thence north with a deflection to the right of 117°31'41", to the south right-of-way line of 45<sup>th</sup> Street North; thence west along said south right-of-way line to the west line of the east half of said Section 30; thence south along said west line to the northerly right-of-way line of the Missouri-Pacific Railroad; thence southwesterly along said northerly right-of-way line to the east right-of-way line of Woodlawn Boulevard; thence south along said east right-of-way line to the south right-of-way line of 37<sup>th</sup> Street North; thence west along said south right-of-way line to the west right-of-way line of Oliver; thence north along said west right-of-way line of Oliver to the south right-of-way line of 53<sup>rd</sup> Street North; thence west along said south right-of-way line to the south right-of-way line of K-254 Highway; thence southwesterly along said south right-of-way line to the east right-of-way line of the Union Pacific Railroad; thence southwesterly along said east right-of-way line to the west line of the east half of the Southwest Quarter of Section 23, Township 26 South, Range 1 East of the 6<sup>th</sup> P.M.; thence south along said

west line to a point 275 feet north of the south line of said Southwest Quarter; thence east parallel with said south line to a point 225 feet east of the west line of the east half of said Southwest Quarter; thence south parallel to said west line to the north right-of-way line of 45<sup>th</sup> Street North; thence west along said north right-of-way line to the east right-of-way line of Hillside Avenue; thence north along said east right-of-way line to the intersection with the north line of Normandy Park Addition, Sedgwick County, Kansas; thence easterly along said north line to the Northeast corner of said Addition; thence southerly along the east line of said Addition, 206.00 feet; thence easterly parallel with the south line of the northwest quarter of said Southwest Quarter, 520.87 feet, more or less, to a point on the northwesterly right-of-way line of Kansas Highway 254, (Condemnation Case No. B19603); thence northeasterly along said right-of-way, being a curve to the left, having a radius of 2745.51 feet, an arc length of 222.70 feet to a point on the east line of the west half of said Southwest Quarter; thence northerly along said east line and the east line of the west half of the Northwest Quarter of Section 23, Township 26 South, Range 1 East to a point 195.00 feet south of the northeast corner of the west half of said Northwest Quarter; thence west, parallel with the north line of said Northwest Quarter, a distance of 230.00 feet; thence north to a point on the south right-of-way line of 53<sup>rd</sup> Street North located 1090.82 feet east of the west line of said Section; thence west 36.82 feet along said south right-of-way line; thence south parallel with the west line of said Section to a point 330.63 feet south of the north line of said Section; thence west parallel with the north line of said Section a distance of 454 feet; thence south parallel with the west line of said Section a distance of 100 feet; thence west to a point on the east right-of-way line of Hillside Avenue, said point being located 430.63 feet south of the north line of said Section; thence north along said east right-of-way line to the south right-of-way line of 53<sup>rd</sup> Street North; thence west along said south right-of-way line to the east line of the Northwest Quarter of Section 22, Township 26 South, Range 1 East of the 6<sup>th</sup> P.M.; thence south along said east line and the east line of the Southwest Quarter of said Section 22 to the northeast corner of the southeast quarter of said Southwest Quarter; thence west along the north line of said southeast quarter of the Southwest Quarter to the west line of the east half of the east half said Southwest Quarter; thence south along said west line to a point 648.16 feet north of the south line of said Southwest Quarter; thence east to a point 647.7 feet north and 336 feet west of the southeast corner of said Southwest Quarter; thence south to the north right-of-way line of 45<sup>th</sup> Street North; thence west along said north right-of-way line to the east right-of-way line of Hydraulic Avenue, thence south along said east right-of-way line to the south right-of-way line of 45<sup>th</sup> Street North; thence west along said south right-of-way line to the west right-of-way line of Hydraulic; thence south along said west right-of-way line to the southerly right-of-way line of the

Chisholm Creek Diversion; thence southwesterly along said southerly right-of-way line to a point 100 feet west of the east line of the Southwest Quarter of Section 28, Township 26 South, Range 1 East of the 6<sup>th</sup> P.M., said point being the west right-of-way line of St. Louis and San Francisco Railroad; thence north along said west right-of-way line to the north right-of-way line of the Chisholm Creek Diversion; thence westerly along said north right-of-way line to the east right-of-way line of Lawrence Road; thence north along said east right-of-way line to the south right-of-way line of Interstate Highway 235; thence northeasterly and easterly along said south line to a point 860.7 feet west of the east line of said Southwest Quarter; thence north to the north line of said Southwest Quarter; thence west to the east line of the southwest quarter of the Northwest Quarter of Section 28, Township 26 South, Range 1 East of the 6<sup>th</sup> P.M.; thence north along said east line to the north line of said southwest quarter of the Northwest Quarter; thence west along said north line of said southwest quarter of the Northwest Quarter to a point 622.8 feet east of the west line of said Northwest Quarter; thence north parallel to the west line of said Northwest Quarter to the south right-of-way line of 45<sup>th</sup> Street North; thence west along said south right-of-way line to the west line of said Northwest Quarter; thence south along said west line to a point 1620.84 feet north of the south line of said Northwest Quarter; thence west parallel to the south line of the Northeast Quarter of Section 29, Township 26 South, Range 1 East of the 6<sup>th</sup> P.M. to the east line of the Wichita-Valley Center Flood Control (Condemnation Case A-41035); thence northerly and westerly along said east line to the westerly right-of-way line of the Atchison, Topeka and Santa Fe Railroad; thence northwesterly along said westerly line to the south right-of-way line of 61<sup>st</sup> Street North; thence west along said south right-of-way line to the east right-of-way line of Seneca Street; thence north along said east right-of-way line to the north right-of-way line of 61<sup>st</sup> Street North; thence west along said north right-of-way line to the east line of the west half of vacated Fairfield Street; thence southwesterly along said east line to the north line of the Northeast Quarter of Section 18, Township 26 South, Range 1 East of the 6<sup>th</sup> P.M.; thence west along said north line to a point 30 feet north of the northeast corner of Lot 110, Vanview Addition; thence south along a line parallel to the west line of said Northeast Quarter to the south right-of-way line of 61<sup>st</sup> Street North and the northeast corner of said Lot 110; thence west along said south right-of-way line to the east bank of the Little Arkansas River; thence north along said east bank to the north line of the Southeast Quarter of Section 7, Township 26 South, Range 1 East of the 6<sup>th</sup> P.M.; thence west along said north line to the east line of the Southwest Quarter of Section 7, Township 27 South, Range 1 East; thence north along said east line and the east line of the Northwest Quarter of said Section 7 to the north line of Reserve A, Rio Vista Estates Third Addition; thence westerly along said north line to the northwest corner of Reserve A, Rio Vista

Estates Second Addition; thence southerly and westerly along the west line of said Reserve A to the east right-of-way line of Meridian Avenue; thence south along said east right-of-way line to a point on the most northerly northwest corner of Lot 1, Block 2 of Rio Vista Estates Second Addition and on the east right-of-way line of Meridian Avenue, said point being located 641.36 feet north of the south line of said Southwest Quarter.; thence west parallel to the south line of said Section and Section 12, Township 26 South, Range 1 West of the 6<sup>th</sup> P.M.. to a point on the west right-of-way line of Meridian Avenue, said point being located 641.36 feet north of the south line of said Section; thence north along said west right-of-way line to the centerline of the Little Arkansas River; thence northwesterly along said centerline to a point 1650.14 feet north of the south line of the Southeast Quarter of Section 12, Township 26 South, Range 1 West of the 6<sup>th</sup> P. M.; thence west parallel to the south line of said Southeast Quarter to a point 1056.05 feet, more or less, west of the east line of said Southeast Quarter; thence south along a line parallel to said east line to the north right-of-way line of 61<sup>st</sup> Street North; thence west along said north right-of-way line to a point 208.71 feet east of the west line of said Southeast Quarter; thence south to a point 208.71 feet east of the west line of the Northeast Quarter of Section 13, Township 26 South, Range 1 West of the 6<sup>th</sup> P.M. on the north line of said Section; thence west along said north line to the west line of said Northeast Quarter; thence south along said west line to the north right-of-way line of 53<sup>rd</sup> Street North; thence east along said north right-of-way line to the west right-of-way line of Meridian Avenue; thence south along said west right-of-way line to the south right-of-way line of 53<sup>rd</sup> Street North; thence west along said south right-of-way line to a point 856.8 feet west of the east line of Section 24, Township 26 South, Range 1 West of the 6<sup>th</sup> P.M.; thence south to a point 649 feet, more or less, south of the north line of said Section 24, said point located 856.8 feet west of the east line of said Section; thence east parallel to the north line of said Section to the west right-of-way line of Meridian Avenue; thence south along said west right-of-way line to a point 1646 feet north of the south line of the Northeast Quarter of said Section 24; thence west along a line parallel to said north line to a point 147.5 feet west of the east line of said Section; thence south 140 feet along a line parallel to the east line of said section; thence east along a line parallel to the north line of said section to the west right-of-way line of Meridian Avenue; thence south along said west right-of-way line to the north line of the south half of the Northeast Quarter, Section 24, Township 26 South, Range 1 West; thence west along said north line to a point on the east line of Moorings 10<sup>th</sup> Addition to Wichita, Sedgwick County, Kansas, said point being the southeast corner of Lot 2, Block 2 in said Moorings 10<sup>th</sup> Addition; thence north along the east line of said Addition to the northeast corner of Reserve D in said Addition, thence westerly along the north line of said Addition to the east right-of-way line

of North Portwest Circle; thence northwesterly along said east right-of-way line to the southeast corner of Lot 5, Block 2, Moorings 11<sup>th</sup> Addition to Wichita, Sedgwick County, Kansas; thence north along the east line of said lot to the northeast corner of said lot and the north line of said Addition; thence west along said north line to the west line of said Addition; thence south and southeasterly along said west line to the northerly right-of-way line of Portwest Circle; thence southwesterly along said northerly right-of-way line and the westerly right-of-way line of Portwest Circle to the northwest corner of Lot 6, Block 1, Moorings 11<sup>th</sup> Addition, said corner lying on the west line of said Addition; thence southwesterly and south along said west line to the north line of the south half of the Northwest Quarter of Section 24, Township 26 south, Range 1 West of the 6<sup>th</sup> P.M.; thence west along said north line to the east line of the Wichita-Valley Center Flood Control right-of-way; thence south along said east right-of-way line to a line 650 feet north of and parallel to the south line of the north half of said Section 24; thence west along said line and said line extended to the west mean high bank of the Arkansas River; thence southeasterly along said west mean high bank to the north line of the south half of Section 23, Township 26 South, Range 1 West of the 6<sup>th</sup> P.M.; thence west along said north line and the north line of the south half of Section 22, Township 26 South, Range 1 West of the 6<sup>th</sup> P.M, to the west line of the Southeast Quarter of said Section; thence south along said west line to the south line of said Section; thence east 30 feet along said south line; thence south along a line parallel to the west line of the Northeast Quarter of Section 27, Township 26 South, Range 1 West of the 6<sup>th</sup> P.M. to a point 30 feet north of the south line of Government Lot 5 in said Section; thence east along a line parallel to said south line to a point on the south right-of-way line of 45<sup>th</sup> Street North; thence southeasterly along said south right-of-way line to a point 30 feet south of the south line of said Government Lot 5; thence west parallel to said south line and said line extended to a point 30 feet west of the east line of the Northwest Quarter of said Section 27; thence north along a line parallel to said east line to a point 30 feet south and 30 feet west of the northeast corner of said Northwest Quarter; thence west 388.45 feet along a line parallel to the north line of said Northwest Quarter; thence south 356.25 feet along a line parallel to said east line to a point on the west line of Lot 13 and the northeast corner of Lot 15, Block A, Edgewater Addition; thence west along the north line of said Lot 15 to the northwest corner of Lot 16, Block A in said Addition; thence south along the west line of said Addition to the north right-of-way line of K-96 Highway; thence easterly along said north right-of-way line to a point located 208 feet west of the east line of the Northeast Quarter, Section 27, Township 26 South, Range 1 West of the 6<sup>th</sup> P.M.; thence north along a line parallel to said east line to a point 450 feet north of the south line of said Northeast Quarter; thence east along a line parallel to said south line to the west right-of-way line of



Hoover Road; thence south along said west right-of-way line to the north right-of-way line of K-96 Highway; thence easterly along said north right-of-way line to the west mean high bank of the Arkansas River; thence southerly along said high bank to the south line of the north half of Section 36, Township 26 South, Range 1 West of the 6<sup>th</sup> P.M.; thence east along said south line to the west right-of-way line of Interstate Highway 235; thence southerly and southwesterly along said west right-of-way line to the north line of Section 1, Township 27 South, Range 1 West of the 6<sup>th</sup> P.M.; thence west along said north line to the east right-of-way line of West Street; thence south along said east right-of-way line to the south right-of-way line of 29<sup>th</sup> Street North; thence west along said south right-of-way line to the west line of the north half of the Northeast Quarter of Section 2, Township 27 South, Range 1 West of the 6<sup>th</sup> P.M.; thence south along said west line to the south line of the north half of said Northeast Quarter; thence east along said south line of said north half a distance of 647.85 feet; thence southwesterly 979.38 feet to a point on the west line of the south half of said Northeast Quarter, said point being 735.71 feet south of the north line of the said south half; thence south along the west line of said south half and the north half of the Southeast Quarter of Section 2, Township 27 South, Range 1 West of the 6<sup>th</sup> P.M. to the south line of the said north half; thence east along the south line of said north half to the west line of the Big Slough-Cowskin Creek Floodway; thence southwesterly along said west line to the north right-of-way line of 21<sup>st</sup> Street North; thence west along said north right-of-way line to the east line of the Southwest Quarter of Section 2, Township 27 South, Range 1 West of the 6<sup>th</sup> P.M.; thence north along said east line to a point 264 feet north of the south line of said Southwest Quarter; thence west parallel to said south line a distance of 165 feet; thence south parallel to the east line of said Southwest Quarter to the north right-of-way line of 21<sup>st</sup> Street North; thence west along said north right-of-way line to the east line of the southwest quarter of said Southwest Quarter; thence north along said east line to the north line of said Southwest Quarter; thence west along said north line to the east right-of-way line of Hoover; thence north along said east right-of-way line to a point 2099.9 feet south of the north line of Section 2, Township 27 South, Range 1 West of the 6<sup>th</sup> P.M.; thence east along a line parallel with said north line to a point 245.7 feet east of the west line of said section; thence north parallel to the west line of said section a distance of 531.9 feet; thence east parallel to the north line of said Section a distance of 286.2 feet; thence north parallel to the west line of said Section a distance of 245.7 feet; thence west parallel to the north line of said section to the east right-of-way line of Hoover Road; thence north along said east right-of-way line to the south right-of-way line of 29<sup>th</sup> Street North; thence west along said south right-of-way line to the west right-of-way line of Hoover Road; thence north along said west right-of-way line to a point 300 feet north of the south line of the north half of

the Northeast Quarter of Section 34, Township 26 South, Range 1 West of the 6<sup>th</sup> P.M., thence west parallel to said south line to a point 871 feet west of the east line of said Quarter; thence south parallel to the east line of said Northeast Quarter to the south line of the north half of said Northeast Quarter; thence west along said south line to the east line of the Northwest Quarter of Section 34, Township 26 South, Range 1 West of the 6<sup>th</sup> P.M.; thence north along said east line and said east line extended to the north right-of-way line of 37<sup>th</sup> Street North; thence west along said north right-of-way line to the east right-of-way line of Ridge Road; thence north along said east right-of-way line to the south right-of-way line of K-96 Highway; thence west along said south right-of-way line to the north line of the Southeast Quarter of Section 28, Township 26 South, Range 1 West of the 6<sup>th</sup> P.M.; thence west along said north line and the north line of the Southwest Quarter of said Section 28 to the east right-of-way line of Tyler Road; thence south along said east right-of-way line to a point 855 feet north of the south line of said Southwest Quarter; thence east parallel to said south line to a point 264 feet east of the west line of said Southwest Quarter; thence south to the north right-of-way line of 37<sup>th</sup> Street North, thence west along said north right-of-way line to the east right-of-way line of Maize Road; thence north along said east right-of-way line to the north line of the south half of the Southeast Quarter of Section 30, Township 26 South, Range 1 West of the 6<sup>th</sup> P.M. as extended east; thence west along said line and said line extended to the west line of said Southeast Quarter; thence south along said west line to the south right-of-way line of 37<sup>th</sup> Street North; thence west along said south right-of-way line 419.2 feet; thence south parallel with the east line of the Northwest Quarter of Section 31, Township 26 South, Range 1 West of the 6<sup>th</sup> P.M. to a point 1039.65 feet south of the north line of said Northwest Quarter; thence east parallel to the north line of said Northwest Quarter to the east line of said Northwest Quarter; thence north along said east line to the south right-of-way line of 37<sup>th</sup> Street North; thence east along said south right-of-way line to a point 1573.47 feet west of the east line of the Northeast Quarter of Section 31, Township 26 South, Range 1 West of the 6<sup>th</sup> P.M.; thence south parallel with said east line 981.06 feet; thence east parallel with the north line of said Northeast Quarter 750 feet; thence north parallel with the east line of said Northeast Quarter 513.04 feet; thence west parallel to the north line of said Northeast Quarter 117.17 feet; thence north parallel to the east line of said Northeast Quarter to the south right-of-way line of 37<sup>th</sup> Street North; thence east along said south right-of-way line to the west right-of-way line of Maize Road; thence south along said west right-of-way line to a point 190 feet south of the north line of the southeast quarter of the Southeast Quarter of Section 31, Township 26 South, Range 1 West of the 6<sup>th</sup> P.M.; thence west parallel to said north line to the west line of the southeast quarter of said Southeast Quarter; thence north along said west line to the north line of the southwest quarter of said Southeast

Quarter; thence west along said north line to the west line of said Southeast Quarter; thence north along said west line to the north line of the Southwest Quarter of said Section 31; thence west along said north line to the east right-of-way line of 119<sup>th</sup> Street West; thence south along said east right-of-way line to the south right-of-way line of 29<sup>th</sup> Street North; thence west along said south right-of-way line to a point 1368.74 feet west of the east line of the Northeast Quarter of Section 1, Township 27 South, Range 2 West of the 6<sup>th</sup> P.M.; thence southerly perpendicular to the north line of said Northeast Quarter to a point 260.00 feet south of said north line; thence easterly parallel with the north line of said Northeast Quarter, 340.00 feet; thence southerly perpendicular to the north line of said Northeast Quarter, 1340.74 feet to a point 1600.74 feet normally distant south of the north line of said Northeast Quarter; thence northeasterly, 418.36 feet to a point 1430.63 feet normally distant south of the north line of said Northeast Quarter and 600 feet normally distant west of the east line of said Northeast Quarter; thence northerly parallel with the east line of said Northeast Quarter, 250.00 feet ; thence easterly perpendicular to the east line of said Northeast Quarter, 340.00 feet; thence southerly parallel to the east line of said Northeast Quarter, 267.00 feet; thence easterly perpendicular to the east line of said Northeast Quarter, to the west right-of-way line of 119<sup>th</sup> Street West; thence south along said west right-of-way line to the north line of the Southeast Quarter of Section 1, Township 27 South, Range 2 West of the 6<sup>th</sup> P.M.; thence west along said north line to a point 507.9 feet east of the west line of said Southeast Quarter; thence north 15 feet; thence west parallel to the north line of said Southeast Quarter to the west line of the Northeast Quarter of said Section 1; thence south along said west line and the west line of the Southeast Quarter of said Section 1 to a point 1689.32 feet north of the south line of said Southeast Quarter; thence east 162.2 feet; thence south 199.32 feet; thence east 340 feet to a point 2101 feet west and 1490 feet north of the southeast corner of said Southeast Quarter; thence south 500 feet; thence east 30 feet; thence south to the north right-of-way line of 21<sup>st</sup> Street North; thence east along said north line to a point 680 feet west of the east line of said Southeast Quarter; thence south to the south right-of-way line of 21<sup>st</sup> Street North; thence west along said south right-of-way line to a point 275 feet west of the northwest corner of Teal Brook Estates Addition; thence south parallel to the west line of the Northeast Quarter of Section 12, Township 27 South, Range 2 West of the 6<sup>th</sup> P.M. to a point 238 feet south of the north line of said Northeast Quarter; thence east parallel with said north line to the west line of said Addition; thence south along said west line to the north line of the south half of said Northeast Quarter;; thence west along said north line to a point 190 feet east of the west line of said Northeast Quarter; thence south along a line parallel to the west line of said Northeast Quarter to the south line of said Northeast Quarter; thence west along said south line to the west line of the Southeast

Quarter of Section 12, Township 27 South, Range 2 West of the 6<sup>th</sup> P.M.; thence south along said west line 655.62 feet to the center line of the Cowskin Creek; thence easterly, southerly and northerly along said center line to the intersection of said centerline with the south line of Lot 16, Autumn Ridge Second Addition to Wichita, Sedgwick County, Kansas as extended to the west; thence east along said south line extended to the southwest corner of said Lot 16; thence southerly along the west line of Autumn Ridge Second Addition and the east line of the Floodway Reserve Agreement (dedicated on Film 979, Page 1092) to the north right-of-way line of 13<sup>th</sup> Street North; thence west along said north right-of-way line to a point 429 feet west of the east line of the Southwest Quarter of Section 12, Township 27 South, Range 2 West; thence north parallel with the east line of said Southwest Quarter to a point 990 feet north of the south line of said Southwest Quarter; thence west parallel with said south line to a point 470 feet east of the west line of said Southwest Quarter; thence south parallel with said west line to a point 511.5 feet north of the south line of said Southwest Quarter; thence west parallel with said south line and south line of Section 11, Township 27 South, Range 2 West of the 6<sup>th</sup> P.M. to the west right-of-way line of 135<sup>th</sup> Street West; thence north along said west right-of-way line to the north line of the southeast quarter of the Northeast Quarter of Section 11, Township 27 South, Range 2 West of the 6<sup>th</sup> P.M.; thence west along said north line to the east line of the northwest quarter of the Northeast Quarter of said Section, thence north to the south right-of-way line of 21<sup>st</sup> Street North; thence west along said south right-of-way line to a point 441.92 feet east of the west line of said Northeast Quarter; thence south parallel to said west line to a point 860 feet south of the north line of said Northeast Quarter; thence east parallel with said north line a distance of 238.40 feet; thence south parallel to the north line of said Northeast Quarter a distance of 450 feet; thence west parallel to said north line to the west line of said Northeast Quarter; thence south along said west line to the north line of the south half of Section 11; thence west along said north line to the northwest corner of Reserve 49, Blackstone Addition, Sedgwick County, Kansas, said point being on the west line of said Addition; thence south, west and southwesterly along said west line to the north right-of-way line of 13<sup>th</sup> Street North; thence east along said north right-of-way line to the west line of the east half of the Southeast Quarter of Section 11, Township 27 South, Range 2 West of the 6<sup>th</sup> P.M.; thence south along said west line and the west line of the east half of the Northeast Quarter of Section 14, Township 27 South, Range 2 West of the 6<sup>th</sup> P.M. to the south line of said Northeast Quarter; thence east along said south line and the south line of the Northwest Quarter of Section 13, Township 27 South, Range 2 West of the 6<sup>th</sup> P.M. to the northwest corner of the Southeast Quarter of said Section 13; thence south along the west line of said Southeast Quarter to the north right-of-way line of Central; thence west along said north right-of-way line to the west line

of Block 1, Rainbow Lakes Estates extended north; thence south along said west line extended to the north line of Section 24, Township 27 South, Range 2 West of the 6<sup>th</sup> P.M.; thence west along said north line to the west right-of-way line of 135th Street West; thence south along said west line to the south right-of-way line of Central; thence west along said south right-of-way line to the west line of the Northeast Quarter of Section 23, Township 27 South, Range 2 West of the 6<sup>th</sup> P.M.; thence south along said west line to the northeast corner of the Southwest Quarter of said Section 23; thence west along the north line of said Southwest Quarter to the west line of the east half of said Southwest Quarter; thence south along said west line to the north right-of-way line of Maple; thence west along said north right-of-way line to a point 400 feet east of the west line of the southeast quarter of the Southeast Quarter of Section 22, Township 27 South, Range 2 West of the 6<sup>th</sup> P.M.; thence north along a line parallel to said west line to the north line of the said southeast quarter of the Southeast Quarter; thence west 400 feet along said north line to said west line; thence south along said west line to said north right-of-way line; thence west along said north right-of-way line to the west line of said Southeast Quarter; thence south along said west line and the east line of the Northwest Quarter of Section 27, Township 27 South, Range 2 West of the 6<sup>th</sup> P.M.; thence south along said east line to the south line of the north half of said Northwest Quarter; thence west along said south line to a point 1320 feet east of the west line of said Northwest Quarter; thence north parallel to said west line 267.3 feet; thence east parallel to the south line of said Northwest Quarter to the west right-of-way line of 162<sup>nd</sup> Street West; thence north along said west right-of-way line 390.7 feet; thence west parallel to said south line to a point 1320 feet east of said west line; thence south parallel to the west line of said Northwest Quarter 328 feet; thence west parallel to the south line of said Northwest Quarter to the east right-of-way line of 167<sup>th</sup> Street West; thence south along said east line to the north right-of-way line of U.S. Highway 54; thence east along said north right-of-way line to the west line of the Southeast Quarter of Section 27, Township 27 South, Range 2 West of the 6<sup>th</sup> P.M.; thence north along said west line to the north line of said Southeast Quarter thence east along said north line to the east right-of-way line of Reece Road; thence south along said east line to the south right-of-way line of Moscelyn Lane; thence east and easterly along said south right-of-way line to the west right-of-way line of 151<sup>st</sup> Street West; thence south along said west right-of-way line to the north right-of-way line of Grassmere Lane; thence west along said north right-of-way line to the west line of Tapestry Meadows Third Addition, said line being 997 feet west of the east line of said Southeast Quarter; thence south along said west line and the west line of Tapestry Meadows Second Addition to the north right-of-way line of U.S. 54 Highway; thence easterly along said north right-of-way line to the east right-of-way line of 135<sup>th</sup> Street West; thence north along said east right-

of-way line to the north line of the Southwest Quarter of Section 25, Township 27 South, Range 2 West of the 6<sup>th</sup> P.M.; thence east along said north line to a point located 900 feet west of the Northeast Corner of said Southwest Quarter; thence southeast to a point 500 feet south of said Northeast Corner, said point being located on the east line of said Southwest Quarter; thence south along said east line to a point 1722 feet north of the south line of said Southwest Quarter; thence west parallel to said north line 250 feet; thence south parallel said east line to the north right-of-way line of U.S. 54 Highway as condemned in Case No. A-38302; thence east along said north right-of-way line to the west right-of-way line of 119<sup>th</sup> Street West; thence south along said west right-of-way line to the north line of the Southeast Quarter of Section 36, Township 27 South, Range 2 West of the 6<sup>th</sup> P.M.; thence west along said north line to the east line of the west half of said Section, thence north along said east line to the south right-of-way line of the A.T. & S.F. Railroad; thence westerly along the said south right-of-way to the east line of Lot 1, Centennial Sub, Sedgwick County, Kansas, said line being located 350 feet east of the west line of said Section; thence south along said east line a distance of 215 feet to the south line of said Subdivision; thence westerly along said south line to the east right-of-way line of 135<sup>th</sup> Street West; thence south along said east right-of-way line to a point 886.79 feet north of the south line of the Southwest Quarter of Section 36, Township 27 South, Range 2 West of the 6<sup>th</sup> P.M.; thence east parallel to said south line to a point 249.20 feet east of the west line of said Section; thence south parallel to the west line of said Section a distance of 259.16 feet; thence west parallel to the south line of said section to the east right-of-way line of 135<sup>th</sup> Street West; thence south along said east right-of-way line to the south right-of-way line of Pawnee; thence east along said south right-of-way line to a point 1111.66 feet west of the east line of the Northwest Quarter of Section 1, Township 28 South; Range 2 West of the 6<sup>th</sup> P.M.; thence S 01° 17' 03" W a distance of 885.54 feet; thence N 88° 51' 55" E a distance of 22 feet; thence S 01° 17' 03" W a distance of 1559.19 feet to the south line of said Northwest Quarter; thence east along said south line and the south line of the Northeast Quarter of said Section to a point 175.95 feet east of the southwest corner of said Northeast Quarter; thence north parallel to the east line of said Northeast Quarter to a point 2428.17 feet west and 1376.46 feet south of the northeast corner of said Northeast Quarter; thence east along a line parallel to the north line of said Northeast Quarter to a point located 613.27 feet west of the east line of said Northeast Quarter; thence S03 02'11"E, 79.17 feet; thence S29 23'22"E, 210 feet; thence S03 02'11"E, 215 feet; thence easterly to a point on the west right-of-way line of 119<sup>th</sup> Street West located 1,856.85 feet south, more or less, of the north line of said Northeast Quarter; thence north along said west right-of-way line to a point located 353.94 feet south of the north line of said Northeast Quarter and said line extended east to the

east right-of-way line of 119<sup>th</sup> Street West; thence north along said east right-of-way line to the south right-of-way line of Pawnee; thence east along said south right-of-way line to the west line of the Northeast Quarter of Section 6, Township 28 South, Range 1 West of the 6<sup>th</sup> P.M.; thence south along said west line to the south line of said Northeast Quarter; thence east along said south line and the south line of the Northwest Quarter of Section 5, Township 28 South, Range 1 West of the 6<sup>th</sup> P.M. to the west line of the east half of said Section; thence south along said west line of said east half and the west line of the east half of Section 8, Township 28 South, Range 1 West of the 6<sup>th</sup> P.M. to the south right-of-way line of 31st Street South; thence west along said south right-of-way line to a point 538.07 feet east of the west line of the east half of Section 7, Township 28 South, Range 1 West of the 6<sup>th</sup> P.M.; thence S02°29'53"E parallel with the west line of the east half of said Section to a point 1142.10 feet south of the north line of said section; thence S90°00'00"W parallel with the north line of said Section, 538.07 feet to the west line of the east half of said Section; thence south along the west line of the east half of said Section, to a point 1,032.73 feet south of the northwest corner of the Southeast Quarter of said Section said point being the northernmost northeast corner of Lot 1, St. Peter The Apostle Catholic Church Addition; thence west along the north line of said Addition to the northernmost northwest corner of said Addition; thence southerly and westerly along the west line of said Addition to the north right-of-way line of Peter Avenue; thence east along said north right-of-way line to the east right-of-way line of Annie Avenue and the northernmost southeast corner of said Lot 1; thence north along the east line of said Addition, 179.68 feet to the south line of said Addition; thence east along said south line, 130.04 feet to the west line of said Addition; thence south along said west line and the west line of Schulte Country Storage Addition to the southwest corner of said Addition; thence east along the south line of said Addition, to the westernmost southeast corner of said Addition and the northwest corner of Schulte Country Store Addition; thence south along the west line of said Addition to the southwest corner of said Addition; thence northerly and easterly along the south line of said Addition and the south line of Lot 1, St. Peter The Apostle Catholic Church Addition to the southernmost southeast corner of said Addition; thence north along the east line of said Addition to the south line of Lot 1, Block A, St Peter the Apostle Catholic Church 2nd Addition; thence east along said south line and the south line of Harvest Ridge Addition, to the southeast corner of Lot 30, Block C, Harvest Ridge Addition; thence south along the west line of said Addition and said line extended to the north right-of-way line of K-42 Highway; thence northeasterly along said north right-of-way line to a point 50 feet west of the east line of the Northeast Quarter, Section 9, Township 28 South, Range 1 West; thence south parallel to said east line to a line 50 feet south of and parallel to the south right-of-way line of the Atchison,

Topeka and Santa Fe Railroad; thence southwesterly along said south right-of-way line to a point 417.29 feet west of the east line of said Quarter Section measured along said line; thence northwesterly at right angles to said line 50 feet to the south line of said Railroad right-of-way; thence southerly and westerly along the south right-of-way line of the Atchison, Topeka and Santa Fe Railroad to the west right-of-way line of Maize Road; thence south along said west right-of-way line to the north right-of-way line of MacArthur Road; thence east along said north right-of-way line to the east right-of-way line of Tyler Road; thence north along said east right-of-way line to the south line of the north half of the Southwest Quarter of Section 9, Township 28 South, Range 1 West of the 6th P.M.; thence east along said south line to the east line of said Southwest Quarter; thence north along said east line to the southwest corner of the Northeast Quarter of said Section 9; thence east along the south line of said Northeast Quarter to the west right-of-way line of Ridge Road; thence north along said west right-of-way line and said line extended to the north right-of-way line of Highway K-42; thence northeasterly along said north right-of-way line to a point 210 feet west of the Center Line of Section 3, Township 28 South, Range 1 West of the 6th P.M.; thence north along a line parallel to and 210 feet west of said Center Line a distance of 328.3 feet; thence west at 90 degrees a distance of 390 feet; thence north along a line parallel to and 600 feet west of the Center Line of said Section 3 to a point 327.4 feet south and 600 feet west of the southwest corner of the northwest quarter of the Northeast Quarter of said Section 3; thence east at 90 degrees to a point on the Center Line of said Section 3; thence north to said southwest corner; thence east along the south line of the north half of the Northeast Quarter of said Section 3 to the west right-of-way line of Hoover Road; thence south along said west right-of-way line to the south right-of-way line of 31st Street South; thence west along said south right-of-way line to the west line of the J.I. Case Addition; thence south along said west line to a point 460 feet south of the north line of the Northeast Quarter of Section 10, Township 28 South, Range 1 West of the 6<sup>th</sup> P.M.; thence east 190 feet; thence south along said west line to the north line of Ecco Industrial Addition; thence west along said north line of said Addition to the west line of said Addition; thence south along said west line to the northeast corner of the Southwest Quarter of Section 10, Township 28 South, Range 1 West of the 6<sup>th</sup> P.M.; thence west along the north line of said Southwest Quarter to a point 242.4 feet east of the west line of said Southwest Quarter; thence south parallel with said west line 225 feet; thence east parallel with said north line to the west right-of-way line of Summitlawn Avenue; thence south along said west right-of-way line to the north right-of-way line of 35<sup>th</sup> Street South; thence west along said north right-of-way line to the east right-of-way line of Ridge Road; thence south along said east right-of-way line to the south line of the north half of said Southwest Quarter; thence



east along said south line to the east line of said Southwest Quarter; thence south along said east line to the north right-of-way line of MacArthur Road; thence east along said north right-of-way line to the west right-of-way line of Hoover Road; thence south along said west right-of-way line to the south right-of-way line of MacArthur Road; thence west along said south right-of-way line to the west line of the east half of the Northeast Quarter of said Section 15, Township 28 South, Range 1 West of the 6<sup>th</sup> P.M.; thence south along said west line to the south line of said Northeast Quarter; thence east along said south line to a point 1273.00 feet west of the east line of the Southeast Quarter of said Section 15; thence southeasterly with a deflection angle to the right of 45°00'08", 237.00 feet; thence southeasterly with a deflection angle to the left of 12°14'30", 533.00 feet; thence southeasterly with a deflection angle to the right of 12°58'00", 315.00 feet; thence southeasterly with a deflection angle to the right of 22°30'00", 595.00 feet; thence southeasterly with a deflection angle to the left of 06°01'00", to the west right-of-way line of Hoover Road; thence south along said west right-of-way line to the north right-of-way line of 47<sup>th</sup> Street South; thence east along said north right-of-way line to the westerly right-of-way line of the Wichita-Valley Center Flood Control (Condemnation Case A-30410); thence northwesterly along said westerly line to the north line of the Southwest Quarter of Section 14, Township 28 South, Range 1 West of the 6<sup>th</sup> P.M.; thence west along said north line and said line extended to a point 667.87 feet west of the east line of the Southeast Quarter of said Section 15; thence north parallel with said east line of said Section 15 a distance of 521.77 feet to the south line of Wheatland Addition, Sedgwick County, Kansas; thence east along said south line of said Addition and said south line extended to the east right-of-way line of Hoover Road; thence north along said east right-of-way line to the south right-of-way line of MacArthur Road; thence east along said south right-of-way line to the west right-of-way line of West Street; thence north along said west right-of-way line to the north right-of-way line of MacArthur Road; thence easterly along said north right-of-way line to the east right-of-way line of West Street; thence north along said east right-of-way line to the most westerly southwest corner of Lot 1, Block A, Pretty Prairie Addition; thence east along the south line of said Lot 1 to a point 230 feet east of the west line of the Southwest Quarter of Section 12, Township 28 South, Range 1 West of the 6<sup>th</sup> P.M.; thence south along the west line of said Lot 1 to the south line of said Lot 1; thence southeasterly along said south line of said Lot 1 and the south line of Lot 2, Block A, Pretty Prairie Addition to the east line said Lot 2; thence north along said east line to the south line of Rainbow Sales Addition; thence east along said south line to the east line of said Addition; thence north along said east line to a point 350 feet north of the south line of said Southwest Quarter; thence east, parallel with said south line, 180 feet; thence north

parallel to the east line of said Southwest Quarter, to the northern most southeast corner of Lot 1, Trimmel Addition; thence north along the east line of said Addition and the east line of Carmichael Addition to the southerly right-of-way line of Interstate 235 Highway; thence southerly and easterly along said right-of-way line to a point 1998.2 feet east of the west line of the Southwest Quarter of Section 12, Township 28 South, Range 1 West of the 6<sup>th</sup> P.M.; thence south parallel to said west line to the north right-of-way line of MacArthur Road; thence east along said north right-of-way line to a point 359.34 feet west of the east line of said Southwest Quarter; thence north parallel to said east line to a point 359.34 feet west and 610.4 feet north of the southeast corner of said Southwest Quarter; thence east 194.34 feet to a point 610.4 feet north and 165 feet west of said southeast corner; thence north to a point 165 feet west of and 1326 feet north of said southeast corner, thence east to the east line of said Southwest Quarter; thence south along said east line to a point 1320.6 feet, more or less, north of the south line of the Southeast Quarter of said Section 12; thence east parallel with said south line to the west right-of-way line of Meridian Avenue; thence south along said west right-of-way line to a point 168.3 feet north of the south line of the Northeast Quarter, Section 13, Township 28 South, Range 1 West of the 6<sup>th</sup> P.M.; thence west to a point 233.8 feet west of the east line of said Section; thence south 168.3 feet to the south line of the north half of said Section 13; thence west along said south line to the southeast corner of the Northwest Quarter of said Section 13; thence north along the east line of said Northwest Quarter to the north line of the south half of the south half of said Northwest Quarter; thence west along said north line to a point 660 feet east of the west line of said Northwest Quarter; thence south parallel with the west line of said Northwest Quarter 395 feet; thence west parallel with the south line of said Northwest Quarter to the east right-of-way line of West Street; thence south along said east right-of-way line to a point 754 feet north of the south line of the Southwest Quarter Section 13, Township 28 South, Range 1 West of the 6<sup>th</sup> P. M.; thence east parallel to said south line to a point 208.71 feet east of the west line of said Southwest Quarter; thence south parallel to the west line of said Southwest Quarter 135 feet; thence east parallel to the south line of said Southwest Quarter to a point 600 feet east of the west line of said Southwest Quarter; thence south parallel to said west line to the north right-of-way line of 47<sup>th</sup> Street South; thence east along said north right-of-way line to the west line of the Southeast Quarter of Section 13, Township 28 South, Range 1 West of the 6<sup>th</sup> P.M.; thence north along said west line to the north line of the south half of said Southeast Quarter; thence east along said north line to the west line of the east half of said Southeast Quarter; thence south along said west line to the north right-of-way line of 47<sup>th</sup> Street South; thence east along said north right-of-way line to a point 380 feet west of the east line of said Quarter Section; thence north parallel to said east line to a point

380 feet north of the south line of said Quarter Section; thence east parallel to said south line to the west right-of-way line of Meridian Avenue; thence south along said west right-of-way line to the south right-of-way line of 47th Street South; thence west along said south right-of-way line to the west line of the east half of the Northeast Quarter of Section 24, Township 28 South, Range 1 West; thence south along said west line to the south line of said Northeast Quarter; thence west along said south line to the east line of the west half of the west half of said Northeast Quarter; thence north along said east line to the south right-of-way line of 47th Street South; thence west along said south right-of-way line to the west line of said Northeast Quarter; thence south along said west line of said Northeast Quarter and the west line of the Southeast Quarter of said Section 24 to the south line of the north half of the Southeast Quarter; thence east along said south line and the south line of the North Half of the Southwest Quarter of Section 19, Township 28 South, Range 1 East of the 6<sup>th</sup> P.M. to the west line of the Southeast Quarter of said Section 19; thence south along said west line and said line extended to the south right-of-way line of 55th Street South; thence west along said south right-of-way line to the west line of the east half of the northeast quarter of the Northwest Quarter of Section 30, Township 28 South, Range 1 East of the 6<sup>th</sup> P.M.; thence south along said west line to the south line of the northeast quarter of said Northwest Quarter; thence east along said south line to the west line of the Northeast Quarter of Section 30, Township 28 South, Range 1 East of the 6<sup>th</sup> P.M.; thence south along said west line to the north line of the Southeast Quarter of said Section 30; thence east along said north line to a point 400 feet west of the east line of the west half of said Southeast Quarter; thence south parallel to said west line to the north right-of-way line of 63<sup>rd</sup> Street South; thence east along said north right-of-way line to the east right-of-way line of the Union Pacific Railroad; thence northeasterly along said east right-of-way line to the south line of the north half of Section 29, Township 28 South, Range 1 East of the 6<sup>th</sup> P.M.; thence east along said south line to the west line of the Southeast Quarter of said Section; thence south along said west line to the south right-of-way line of 59<sup>th</sup> Street South; thence east along said south right-of-way line to the west right-of-way line of Broadway Avenue; thence north along said west right-of-way line to the north line of said Southeast Quarter; thence east along said north line and the south line of the Northwest Quarter of Section 28, Township 28 South, Range 1 East of the 6<sup>th</sup> P.M. to the east line of said Northwest Quarter; thence north along said east line to the north line of the south half of the Northeast Quarter of Section 28, Township 28 South, Range 1 East of the 6<sup>th</sup> P.M.; thence east along said north line to the north line of the Riverside Drainage Canal; thence southeasterly and easterly along said north line to the west right-of-way line of Hydraulic; thence south along said west right-of-way line to the north line of Becker Addition, Sedgwick County,

Kansas; thence west along said north line to a point 486.8 feet west of the east line of the Northeast Quarter of Section 28, Township 28 South, Range 1 East, said point being the west line of Becker Addition; thence south 301.17 feet along said west line to the north line of the Southeast Quarter of said Section 28; thence west along said north line to the east right-of-way line of the Kansas Turnpike; thence southerly along said east right-of-way line to the west line of said Southeast Quarter; thence south along said west line to the north right-of-way line of 63<sup>rd</sup> Street South; thence east along said north right-of-way line to the west right-of-way line of Hydraulic; thence south along said west right-of-way line to a point 660.04 feet north of the north line of the south half of the Northeast Quarter of Section 33, Township 28 South, Range 1 East of the 6<sup>th</sup> P.M.; thence west along a line parallel to said north line to a point 660.04 feet west of the east line of said Northeast Quarter; thence south along a line parallel to said east line to the north line of the south half of said Northeast Quarter; thence west along said north line to the west line of said Northeast Quarter; thence south along said west line to the north right-of-way line of the Big Ditch Cowskin Floodway; thence southeasterly along said north right-of-way line to the west right-of-way line of Hydraulic Avenue; thence south along said west right-of-way line to the north line of the Southeast Quarter of Section 33, Township 28 South, Range 1 East of the 6<sup>th</sup> P.M.; thence east along said north line and said line extended to the north right-of-way line of the Big Ditch Cowskin Floodway; thence southeasterly and easterly along said north line to the south line of the Riverside Levee; thence northwesterly along said south line to the east line of the Southeast Quarter of Section 34, Township 28 South, Range 1 East; thence south along said east line to the north line of the south half of said Southeast Quarter; thence west along said north line to the east right-of-way line of Grove Street; thence north along said east right-of-way line to a point 203.32 feet south of the north line of said Southeast Quarter; thence east parallel to said north line to a point 320 east of the west line of said Southeast Quarter; thence north parallel to the west line of said Southeast Quarter and said line extended to a point 137 feet north of the north line of said Southeast Quarter; thence west parallel to said north line to the east right-of-way line of Grove Street; thence north along said east right-of-way line to a point located 831.96 feet, more or less, south of the north line of the Northeast Quarter of said Section 34; thence southeasterly a distance of 563.09 feet more or less; thence northeasterly 144.3 feet more or less to a point on the south line of the Riverside Levee; thence northwesterly along said south line to the east right-of-way line of Grove Street; thence north along said east right-of-way line and said east right-of-way line extended to the north right-of-way line of 63<sup>rd</sup> Street South; thence east along said north right-of-way line to the west line of the eastern portion of the Riverside Levee; thence northeasterly along said west line to the east line of the Southwest Quarter of Section 27, Township

28 South, Range 1 East of the 6<sup>th</sup> P.M.; thence north along said east line to the south line of Government Lot 7, located in the Southeast Quarter of Section 27, Township 28 South, Range 1 East of the 6<sup>th</sup> P.M.; thence east along said south line to the right bank of the Arkansas River; thence northerly along said right bank to the south line of Mona Kay Matlock Addition extended from the west; thence west along said extended line to the westerly right-of-way line of the Riverside Levee; thence northerly along said westerly right-of-way line to the north line of the Northwest Quarter of Section 22, Township 28 South, Range 1 East of the 6<sup>th</sup> P.M.; thence east along said north line to the right bank of the Arkansas River; thence northerly along said right bank to the northerly right-of-way line of the Kansas Turnpike; thence easterly and northerly along said northerly right-of-way line to the south line of the north half of Section 11, Township 28 South, Range 1 East of the 6<sup>th</sup> P.M.; thence east along said south line to the most southerly southeast corner of Turnpike Industrial 3<sup>rd</sup> Addition to Sedgwick County, Kansas; thence north along the east line of said Addition to the south line of said Addition; thence northeasterly and east along said south line to the southwest corner of Lot 1, Block A of Bradley Addition, Sedgwick County, Kansas; thence north along the west line of said Addition to the north line of said Addition; thence east along said north line of said Addition and said line extended to the east right-of-way line of Oliver Street; thence north along said east right-of-way line to the south right-of-way line of 31<sup>st</sup> Street South; thence east along said south right-of-way line to a point 2,170.42 feet east of the northwest corner of the Northwest Quarter of Section 12, Township 28 South, Range 1 East of the 6<sup>th</sup> P.M.; thence 490.25 feet on a bearing of S 00°00'00"W; thence 253.90 feet on a bearing of S18° 46'00"W; thence 389.40 feet on a bearing of S50°29'00"W; thence 285.26 feet on a bearing of S62°51'00"W; thence 26.76 feet on a bearing of S68°07'15"W; thence 553.32 feet on a bearing of S34°39'05"E; thence 529.18 feet on a bearing of N73°30'20"E; thence 377.90 feet on a bearing of N13°25'00"E; thence 176.92 feet on a bearing of N76° 35'45"W; thence 100.00 feet on a bearing of N01°19'30"E; thence 146.51 feet on a bearing of N07°44'55"W; thence 89.02 feet on a bearing of N65°26'40"W to a point of intersection with a curve; thence northerly 421.20 feet along a curve to the left having a central angle of 19° 56'45" with a radius of 1209.92 feet, and with a great chord of 419.08 feet having a bearing of N12°50'55"E to a point of intersection with a radial line of said curve; thence 6.59 feet on a bearing of N87°07'30"W along the radial line of said curve to a point of intersection with a curve; thence northerly 294.20 feet along a curve to the left having a central angle of 11° 20'05" with a radius of 1489.52 feet, and with a great chord of 294.10 feet having a bearing of N02°47'30"W to a point of tangency; thence 30.33 feet on a bearing of N08°27'25"W along the tangent to the preceding curve to the south right-of-way line of 31<sup>st</sup> Street South; thence east along said south right-of-way line to the east

right-of-way line of George Washington Boulevard; thence northerly along said east right-of-way line to the north right-of-way line of 31<sup>st</sup> Street South; thence east along said north right-of-way line to the east line of the Southwest Quarter of Section 1, Township 28 South, Range 1 East of the 6th P.M.; thence north along said east line to the north line of said Southwest Quarter; thence west along said north line to the east right-of-way line of George Washington Boulevard; thence northwesterly along said east right-of-way line to the south right-of-way line of the Kansas Turnpike; thence northeasterly along said south right-of-way line to a line 300 feet south of and parallel to the north line of the Northwest Quarter of said Section 1; thence east on said line to the east line of said Northwest Quarter; thence north along said east line and the east line of the Southwest Quarter of Section 36, Township 27 South, Range 1 East to the northerly right-of-way line of the Kansas Turnpike; thence northeasterly along said northerly right-of-way line to the south right-of-way line of Harry; thence east along said south right-of-way line to the west line of the east half of the Northeast Quarter, Section 31, Township 27 South, Range 2 East; thence south along said west line to the south line of said Northeast Quarter; thence east along said south line to the west right-of-way line of Rock Road; thence south along said west right-of-way line to a point 40 feet south of the north line of the Northeast Quarter, Section 6, Township 28 South, Range 2 East of the 6th P.M.; thence east parallel to the north line of said Northeast Quarter and the north line of the Northwest Quarter, Section 5, Township 28 South, Range 2 East of the 6th P.M., to the east right-of-way line of Rock Road; thence south along said east right-of-way line to the south line of said Northwest Quarter; thence east along said south line and said line extended to a point on the north line of the Southeast Quarter, Section 5, Township 28 South, Range 2 East, said point being 240 feet east of the northwest corner of said Southeast Quarter; thence south parallel with the west line of said Southeast Quarter, 1015.17 feet more or less to a point 310 feet north of the south line of the northwest quarter of said Southeast Quarter; thence west parallel with the south line of the northwest quarter of said Southeast Quarter 105 feet; thence south parallel with the west line of said Southeast Quarter 310 feet to a point on the south line of the northwest quarter of said Southeast Quarter; thence east along the south line of the northwest quarter of said Southeast Quarter 578.01 feet; thence north parallel with the west line of said Southeast Quarter, 515 feet; thence northeasterly 281.42 feet more or less to a point 912 feet east of the west line of said Southeast Quarter as measured parallel with the north line of said Southeast Quarter and said point being 610.62 feet south of the north line of said Southeast Quarter as measured parallel with the west line of said Southeast Quarter; thence north parallel with the west line of said Southeast Quarter 483.57 feet; thence east at right angles to the last described line 18 feet; thence north parallel with the west line of said Southeast Quarter 127.05 feet to a point on the north line

of said Southeast Quarter; thence east along said north line and the south line of the Northeast Quarter of Section 5, Township 28 South, Range 2 East of the 6<sup>th</sup> P.M. to a point 300 feet east of the west line of the east half of said Northeast Quarter; thence north along a line parallel to said west line a distance of 365 feet; thence west parallel to the south line of said Northeast Quarter to the west line of the east half of said Northeast Quarter; thence north along the west line of said east half a distance of 406.66 feet; thence east parallel with the south line of said Northeast Quarter a distance of 184 feet; thence north along a line parallel to the west line of the east half of said Northeast Quarter a distance of 498.11 feet to the south line of the northeast quarter of said Northeast Quarter; thence east along said south line to the west right-of-way line of Webb Road; thence north along said west right-of-way line a distance of 167 feet; thence west to a point 332 feet west of the east line of said Northeast Quarter, said point being located on the east line of Lot 8, Block 3, Turtle Run 2nd Addition; thence north along the east line of Block 3, Turtle Run 2nd Addition a distance of 277 feet; thence east to the west right-of-way line of Webb Road; thence north along said west right-of-way line to the south right-of-way line of Pawnee; thence east along said south right-of-way line to the east right-of-way line of Webb Road; thence north along said east right-of-way line to the north right-of-way line of Pawnee; thence east along said north right-of-way line to the east line of the Southwest Quarter of Section 33, Township 27 South, Range 2 East of the 6<sup>th</sup> P.M.; thence north along said east line to the south line of the north half of said Section 33; thence east along said south line and the south line of the north half of Section 34, Township 27 South, Range 2 East of the 6<sup>th</sup> P.M. to the west line of the East Half of said Section 34; thence south along said west line to the north right-of-way line of Pawnee; thence east along said north right-of-way line to the southeast corner of Reserve D, Sierra Hills 2<sup>nd</sup> Addition; thence northerly and easterly along the east line of said Addition to the northeast corner of Reserve E, said Addition; thence N79°52'54"E, 104.00 feet; thence N84°17'54"E, 535.00 feet; thence S00°47'54"W, 322.00 feet; thence N85°37'54"E, to the west right-of-way line of 143<sup>rd</sup> Street East; thence north along said west right-of-way line to the north line of the Southeast Quarter of Section 35, Township 27 South, Range 2 East of the 6<sup>th</sup> P.M.; thence west along said north line to the east line of the west half of said Section; thence north along said east line and said line extended to the north right-of-way line of Harry Street; thence west along said north right-of-way line to a point 1,540.52 feet east of the west line of the Southwest Quarter of Section 26, Township 27 South, Range 2 East of the 6<sup>th</sup> P.M.; thence north along a line parallel to said west line to a point in the centerline of a creek, said point being located 105 feet north of the south line of said Southwest Quarter; thence northerly and easterly along the centerline of the creek to a point 343.18 feet west of the east line of said Southwest Quarter; thence north parallel to said east line

to the south line of the north half of said Southwest Quarter; thence east to the east line of said Southwest Quarter; thence north along said east line a distance of 627.26 feet; thence N32°21'18"W, 270.00 feet; thence N60°42'49"W, 632.00 feet; thence N28°20'44"W, 109.83 feet; thence S88°45'24"W, parallel with said north line, 134.79 feet; thence N01°14'36"W, 50.00 feet to the north line of said Southwest Quarter; thence east along said north line and north line of the Southeast Quarter of said Section 26 to a point located 1642.06 feet west of the northeast corner of said Southeast Quarter; thence south parallel to the east line of said Southeast Quarter to the north right-of-way line of Harry Street; thence west along said north right-of-way line to a point 1817 feet west of the east line of said Southeast Quarter; thence south on a line parallel to said east line and the east line of the Northeast Quarter of Section 35, Township 27 South, Range 2 East of the 6<sup>th</sup> P.M. to a point 177.02 feet south of the south line of Timber Valley Estates 3<sup>rd</sup> Addition, Sedgwick County, Kansas; thence southwesterly, 132.02 feet; thence southeasterly, 115 feet; thence southwesterly, 15 feet; thence southeasterly, 74 feet to a curve; thence southeasterly along said curve, 233.74 feet; thence easterly to an intersection with the west right-of-way line of 143<sup>rd</sup> Street East; thence north along said west right-of-way line to the south right-of-way line of Harry Street; thence east along said south right-of-way to the west line of the East Evangelical Free Church Addition, Sedgwick County, Kansas; thence south along said west line to the south line of said Addition; thence east along said south line a distance of 395 feet to the west line of Arbor Lakes Estates Addition, Sedgwick County, Kansas, said line being the west line of the northeast quarter of the Northwest Quarter of Section 36, Township 27 South, Range 2 East of the 6<sup>th</sup> P.M.; thence south along said west line a distance of 566.56 feet to the south line of the north half of said Northwest Quarter; thence east along said south line to the west line of the Northeast Quarter of said Section 36; thence south along said west line to the south line of said Northeast Quarter; thence east along said south line to the west right-of-way line of 159<sup>th</sup> Street East; thence north along said west right-of-way line to the north right-of-way line of Harry Street; thence east along said north right-of-way line to the east line of the Southeast Quarter of Section 25, Township 27 South, Range 2 East of the 6<sup>th</sup> P.M.; thence north along said east line to the north line of said Southeast Quarter; thence west on said north line to the east line of the Northwest Quarter of said Section 25; thence north on said east line to the south right-of-way line of Kellogg Drive; thence west on said south right-of-way line to the west line of the east half of said Northwest Quarter; thence south on said west line to the north line of the Southwest Quarter of said Section 25; thence west on said north line to the east right-of-way line of 143<sup>rd</sup> Street East; thence north along said east right-of-way line to the south right-of-way line of U.S. Highway 54; thence west along said south right-of-way line and the southerly right-of-way line of K-96



Highway to the east right-of-way line of 127<sup>th</sup> Street East; thence north along said east right-of-way line to the north right-of-way line of the Kansas Turnpike; thence northeasterly along said north right-of-way line to the south line of the Northwest Quarter, Section 23, Township 27 South, Range 2 East; thence west along said south line to the east line of Meadowland Addition, Sedgwick County, Kansas; thence northwesterly and west along the east line and the north line of said Addition to the east right-of-way line of 127<sup>th</sup> Street East; thence north along said east right-of-way line 341.91 feet, more or less, to the north right-of-way line of K-96 Highway; thence westerly and northerly along said north right-of-way line and the west right-of-way line of K-96 Highway to the north right-of-way line of Central; thence west along said north right-of-way line to the east right-of-way line of 127<sup>th</sup> Street East; thence north along said east right-of-way line to the point of beginning; and in addition thereto the following tracts of land described as: A tract of land in Sections 34 and 35, Township 25 South, Range 2 East of the 6<sup>th</sup> P.M., Sedgwick County, Kansas described as: Beginning at the intersection of the east right-of-way line of Greenwich Road (111<sup>th</sup> Street East) and the south right-of-way line of 85<sup>th</sup> Street North; thence east along said south right-of-way line to the west right-of-way line of 127<sup>th</sup> Street East; thence south along said west right-of-way line to the north line of the Southwest Quarter, Section 35, Township 25 South, Range 2 East extended west; thence east along said north line to the east line of said Southwest Quarter; thence south along said east line to the north line of the south half of the Southeast Quarter, Section 35, Township 25 South, Range 2 East; thence east along said north line to the west right-of-way line of 143<sup>rd</sup> Street East; thence south along said west right-of-way line to the north right-of-way line of 77<sup>th</sup> Street North; thence west along said north right-of-way line to a point 485.8 feet east of the west line of the Southwest Quarter of Section 35, Township 25 South, Range 2 East; thence north parallel to said west line to a point 485.8 feet north of the south line of said Southwest Quarter; thence west to the west right-of-way line of 127<sup>th</sup> Street East; thence south along said west right-of-way line to the north right-of-way line of 77<sup>th</sup> Street North; thence west along said north right-of-way line to the west line of the east half of the Southwest Quarter, Section 34, Township 25 South, Range 2 East; thence north along said west line to the south line of the Northwest Quarter of Section 34, Township 25 South, Range 2 East; thence west along said south line to the east right-of-way line of Greenwich Road (111<sup>th</sup> Street East); thence north along said east right-of-way line to the point of beginning, EXCEPT for that part designated as 127<sup>th</sup> Street East.

And Also:

All of the Southeast Quarter of Section 1, Township 27 south, Range 2 East of the 6<sup>th</sup> P.M. EXCEPT Beginning at a point 660.09 feet south of the northeast corner

of said Southeast Quarter; thence west 480 feet; thence north 41 feet; thence west 110 feet; thence south 41 feet; thence west 342.46 feet to the east line of Monarch Landing 2<sup>nd</sup> Addition; thence south along said east line and the east line of Monarch Landing Addition to the southeast corner of Lot 3, Block 5 of said Monarch Landing Addition; thence east to a point on the east line of said Southeast Quarter, said point being 1320.30 feet south of the northeast corner of said Southeast Quarter; thence north along said east line to the point of beginning, AND EXCEPT for that part designated as 21<sup>st</sup> Street North right-of-way, AND EXCEPT for that part designated as 159<sup>th</sup> Street East right-of-way .

And Also:

A tract of land located in the Southwest Quarter of Section 21, Township 26 South, Range 2 East of the 6<sup>th</sup> P.M., described as: The south half of said Southwest Quarter of said Section, EXCEPT for that part designated as Webb Road right-of-way AND EXCEPT for that part designated as 45<sup>th</sup> Street North right-of-way.

And Also:

Tracts of land in Section 17 and Section 20, Township 26 South, Range 2 East of the 6<sup>th</sup> P.M., described as:

Beginning at the southeast corner of the Southwest Quarter of said Section 17; thence north along the east line of said Southwest Quarter, 430.00 feet; thence west, parallel with the south line of said Southwest Quarter, 400.00 feet; thence south, parallel with the east line of said Southwest Quarter, 430.00 feet to a point on the south line of said Southwest Quarter; thence East along the south line of said Southwest Quarter, 400.00 feet to the point of beginning TOGETHER WITH that part of 53rd Street North described as: Beginning at the northeast corner of the Northwest Quarter of said Section 20; thence west along the north line of said Northwest Quarter to a point 400 feet west of the east line of said Northwest Quarter; thence south parallel with said east line to the south right-of-way line of 53<sup>rd</sup> Street North; thence east along said south right-of-way line to the east line of said Northwest Quarter; thence north along said east line to point of beginning.

And Also:

Tracts of land in the Northwest Quarter of Section 17, Township 26 South, Range 1 East of the 6<sup>th</sup> P.M. described as: Beginning at the intersection of the south right-of-way line of 61<sup>st</sup> Street North and the east right-of-way line of the St. Louis and San Francisco Railroad, thence easterly and southerly along said east right-of-way line to a line parallel to and 370.01 feet west of the east line of said Northwest Quarter; thence north parallel with said east line to said south right-of-way line; thence west along said south right-of-way line to point of beginning.

And Also:

Tracts of land described as: The south 1000.06 feet of the west 1366.80 feet of the north half of the Southwest Quarter of Section 34, Township 26 South, Range 2 East of the 6<sup>th</sup> P.M EXCEPT for that part designated as Greenwich Road right-of-way.

And Also:

The east half of the west half of the Northwest Quarter of Section 27, Township 26 South, Range 1 West of the 6<sup>th</sup> P.M.; EXCEPT for the east 458 feet of the north 452 feet of said east half; AND EXCEPT for that part designated as K-96 right-of-way; AND EXCEPT for that part designated as 45<sup>th</sup> Street North right-of-way.

And Also:

The Southwest Quarter of Section 25, Township 26 South, Range 2 West of the 6<sup>th</sup> P.M.; EXCEPT for that part beginning at the southwest corner of said Southwest Quarter; thence north along the west line of said Southwest Quarter, 530 feet; thence east parallel to the south line of said Southwest Quarter, 290.4 feet; thence south parallel to said west line, 340 feet; thence west parallel to said south line, 61.14 feet; thence south parallel to said west line, 190 feet to the south line of said Southwest Quarter; thence west along said south line to beginning; AND EXCEPT that part designated as 37<sup>th</sup> Street North right-of-way; AND EXCEPT that part designated as 135<sup>th</sup> Street West right-of-way.

And Also:

A tract of land in the south half of the Southeast Quarter of Section 2, Township 27 South, Range 2 West of the 6<sup>th</sup> P.M., described as follows: Lots 1 and 2, Block 1, Northwest YMCA Addition, Sedgwick County, Kansas.

And Also:

A tract of land in the Northwest Quarter of Section 12, Township 27 South, Range 2 West of the 6<sup>th</sup> P.M., described as: Beginning at a point 65 feet south and 50.59 feet east of the northwest corner of said Northwest Quarter; thence east parallel with the north line of said Northwest Quarter 441.26 feet; thence south parallel with the west line of said Northwest Quarter 431.85 feet; thence west parallel with the north line of said Northwest Quarter 466.85 feet; thence north to a point 450 feet south and 25 feet east of the northwest corner of said Northwest Quarter; thence northeasterly to a point 400 feet south and 40 feet east of the northwest corner of said Northwest Quarter; thence northerly to the point of beginning TOGETHER WITH Lot 1, Block 1, L.R. Jones, 2<sup>nd</sup> Addition, Sedgwick County, Kansas.

And Also:

A tract of land in the Northwest Quarter of Section 12, Township 27 South, Range 2 West of the 6<sup>th</sup> P.M. described as Lot 1, Block 2, L.R. Jones Second Addition, Sedgwick County, Kansas.

And Also:

Tracts of land in the Northwest Quarter of Section 34, Township 27 South, Range 2 West of the 6<sup>th</sup> P.M., described as:

Beginning at a point of the south right-of-way line of U.S. Highway 54, said point being 1016 feet west of the east line of said Northwest Quarter; thence south parallel to the west line of said Northwest Quarter to a point 559.21 feet north of the north right-of-way line of the Atchison, Topeka and Santa Fe Railroad; thence west parallel to the north line of said Northwest Quarter 300 feet; thence north parallel to the west line of said Northwest Quarter to a point 531.59 feet, more or less, south of the north line of said Northwest Quarter ; thence west parallel to the north line of said Northwest Quarter to the east right-of-way line of 167<sup>th</sup> Street West; thence north along said east right-of-way line to the south right-of-way line of U.S. Highway 54; thence east along said south right-of-way line to point of beginning.

And Also:

Tracts of land in the Northeast Quarter of Section 34, Township 27 South, Range 2 West of the 6<sup>th</sup> P.M., described as:

Beginning at a point 117 feet south of the northeast corner of said Northeast Quarter, said point being on the south right-of-way line of U.S. Highway 54 Condemnation Case No. A-38302; thence south along the east line of said Northeast Quarter to a point 587 feet south of the north line of said Northeast Quarter; thence west parallel to said north line 467 feet; thence north parallel to said east line 460 feet, thence east parallel to said north line 176 feet; thence north parallel to said east line 10 feet; thence east parallel to said north line 291 feet to point of beginning.

And Also:

Tracts of land in the Northwest Quarter of Section 35, Township 27 South, Range 2 West of the 6<sup>th</sup> P.M., described as:

Beginning at a point of the south right-of-way line of U.S. Highway 54, said point being 396.69 feet east of the west line of said Northwest Quarter; thence south parallel to the west line of said Northwest Quarter 466.69 feet; thence west parallel to the north line of said Northwest Quarter to the east right-of-way line of 151<sup>st</sup> Street West; thence south along said east right-of-way line 162.2 feet; thence east parallel with the north line of said Northwest Quarter to a point on the west

line of United Industrial Addition, said point being 546.69 feet east of said west line of said Northwest Quarter; thence south along said west line of said Addition to the south line of said Addition; thence east along said south line and south line extended to the east right-of-way line of United Circle; thence northerly along said east right-of-way line to the south right-of-way line of U.S. Highway 54; thence west along said south right-of-way line to the point of beginning.

And Also:

A tract of land in the Northeast Quarter of Section 17, Township 28 South, Range 1 West of the 6<sup>th</sup> P.M., described as: Eliot Second Addition, Wichita, Sedgwick County Kansas.

And Also:

Tracts of land described as: That part of the east half of the Northwest Quarter lying north of the railroad right-of-way in Section 36, Township 27 South, Range 2 West of the 6<sup>th</sup> P.M., except the portion condemned in Case A-38302 and except that portion deeded to the State of Kansas in Deed Book 1419, Page 413

And Also:

A tract of land in the Northeast Quarter of Section 14, Township 28 South, Range 1 West of the 6<sup>th</sup> P.M., described as:

Beginning at the intersection of the west right-of-way line of West Street and the south line of said Northeast Quarter; thence west along said south line to the east line of the Missouri Pacific Railroad right-of-way; thence north along said east right-of-way line 642.44 feet; thence east parallel to the south line of said Northeast Quarter to the west right-of-way line of West Street; thence south along said west right-of-way line to beginning.

And Also:

The west 130 feet of the following described tract: Beginning at a point 180 feet West of the Northeast Corner of the Northwest Quarter of Section 24, Township 28 South, Range 1 West of the 6<sup>th</sup> P.M., Sedgwick County, Kansas; thence west along the north line of said Northwest Quarter, 510 feet; thence south parallel with the east line of said Northwest Quarter, 420 feet; thence northeasterly 563.8 feet, more or less, to a point 180 feet west and 180 feet south of the northeast corner of said Northwest Quarter; thence north 180 feet to the point of beginning, EXCEPT for that part designated as 47<sup>th</sup> Street South right-of-way.

And Also:

A tract of land in the Southwest Quarter of Section 24, Township 28 South, Range 1 West of the 6<sup>th</sup> P.M. described as:

Lots 1, 2, 3 and 4, Deer Creek Estates Second Addition, Sedgwick County, Kansas

And Also:

A tract of land in the Northwest Quarter of Section 19, Township 28 South, Range 1 East of the 6<sup>th</sup> P. M., Sedgwick County, Kansas described as: Commencing at the northwest corner of said Northwest Quarter; thence S00°E along the west line of said Northwest Quarter 1139 feet for a place of beginning; thence continuing S00°E, 258.26 feet; thence N89°48'30"E, 683.76 feet; thence N00°E, 175 feet; thence N44°09'W, 132.99 feet; thence S88°36'W, 591.3 feet to the point of beginning, EXCEPT for that part designated as Meridian Avenue right-of-way.

And Also:

A tract of land in Section 11, Township 28 South, Range 1 East of the 6<sup>th</sup> P.M. described as:

Lot 1, Block A, Dunnegan Industrial Addition, Wichita, Sedgwick County, Kansas

And Also:

Tracts of land in the Southwest Quarter of Section 26, the Southeast Quarter of Section 27, the Northeast Quarter of Section 34 and the Northwest Quarter of Section 35, all of Township 28 South, Range 1 East of the Sixth Principal Meridian, described as; All of Lots 4 and 5, Block B, TOGETHER WITH all of Lots 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, and 15, Block C, TOGETHER WITH all of Lots 6, 7, 8, 9, 10, and 11, Block E, TOGETHER with all of Lots 1, 2, 3, 4, and 5, Block F, all in Woodvale Addition, Sedgwick County, Kansas, TOGETHER WITH that part of Lot 3 in said Block B, and that part of Lots 3, 16, and 17 in said Block C, and that part of Lots 7, 8, and 9 in said Block D, and that part of Holyoke Ave., Clifton Ave., and 62<sup>nd</sup> St. So. as dedicated in said Woodvale Addition lying south of the following described line: Commencing at the SW corner of the SW ¼ of Sec. 26, Twp. 28-S, R-1-E of the 6<sup>th</sup> P.M., Sedgwick County, Kansas, said SW corner also being the SW corner of said Woodvale Addition; thence northerly along the west line of said SW ¼, and along the west line of said Woodvale Addition, 742.59 feet to the intersection with the south line of Right-of-Way Agreement, (Film 215, Page 1009), and for a point of beginning; thence easterly with a deflection angle to the right of 92°47'39", 310.00 feet; thence easterly with a deflection angle to the left of 02°46'24", 1006.62 feet to a point on the east line of the SW ¼ of said SW ¼, and on the east line of said Woodvale Addition, said point being 721.69 feet north of the SE corner of the SW ¼ of said SW ¼, said SE corner also being the SE corner of said Woodvale Addition, and there ending, TOGETHER with all of Myrtle Drive as dedicated in said Woodvale Addition, TOGETHER WITH all of Vassar Avenue as dedicated in said Woodvale Addition, TOGETHER WITH that part of Government Lot 1 in the NE ¼ of Sec. 34, Twp. 28-S, R-1-E of the 6<sup>th</sup> P.M., Sedgwick County, Kansas and that part of Government Lot 4 in the SE ¼ of Sec. 27, Twp. 28-S, R-1-E of the 6<sup>th</sup> P.M., Sedgwick County, Kansas lying northeasterly of the following described line: Commencing at the NE corner of said Government Lot 1; thence

S01°09'09"E along the east line of said Government Lot 1, 795.57 feet to the mean high bank of the Arkansas River, and for a point of beginning; thence N51°09'09"W along said mean high bank, 200.00 feet; thence N33°51'09"W along said mean high bank, 148.00 feet; thence N68°04'58"W, 305.07 feet; thence N28°53'28"W along said mean high bank, 133.00 feet; thence N41°53'28"W along said mean high bank, 193.00 feet; thence N48°53'28"W along said mean high bank, 413.00 feet; thence N50°59'28"W along said mean high bank, 393.75 feet; thence N41°22'41"W along said mean high bank, 186.35 feet; thence N32°44'07"W along said mean high bank, 222.86 feet to a point on the south right-of-way line of Right-of-Way Agreement, (Film 215, Page 1009), and there ending, and lying south of that part of said Right-of-Way Agreement, (Film 215, Page 1009), described as follows: Commencing at the SE corner of said Government Lot 4; thence northerly along the east line of said Government Lot 4, 742.59 feet for a point of beginning; thence west with a deflection angle to the left of 89°58'45" a distance of 1006.10 feet; thence south 15.00 feet along a deflection angle to the left of 90°00'00"; thence west 300.00 feet along a deflection angle to the right of 90°00'00"; thence south 25.00 feet along a deflection angle to the left of 90°00'00" to a point, which point is 1306.10 feet west and 40.00 feet south of the point of beginning; thence west 335.00 feet, more or less, along a deflection angle to the right of 90°00'00", to a point on the east established bank line of the Big Arkansas River, and there ending, TOGETHER with the west 20.00 feet of Right-of-Way Agreement, (Film 242, Page 464), lying in Government Lot 2 in the NW ¼ of Sec. 35, Twp. 28-S, R-1-E of the 6<sup>th</sup> P.M., Sedgwick County, Kansas, and TOGETHER WITH the west 20.00 feet of the south 275.93 feet of the north 335.93 feet of said Government Lot 2, EXCEPT for that part designated 63rd Street South.

And Also:

Tracts of land located in Sections 26 and 27, Township 28 South, Range 1 East of the 6<sup>th</sup> P.M. described as: The south 1082.30 feet of the northwest quarter of the Southwest Quarter of said Section 26, EXCEPT that part designated as Clifton Avenue right-of-way TOGETHER WITH the south 1082.30 feet of Government Lot 3 located in the Southeast Quarter of said Section 27.

And Also:

Tracts of land in Sections 22, 23, 26 and 27, Township 28 South, Range 1 East of the 6<sup>th</sup> P.M., described as follows: Beginning at the southeast corner of the southwest quarter of the Southwest Quarter of said Section 23; thence north along the east line of the southwest quarter of the Southwest Quarter of said Section, to a point 1314.48 feet south of the north line of the Southwest Quarter of said Section; thence west parallel to said north line, to the west right-of-way line of Clifton Street; thence north along said west right-of-way line to a point on the

north line of Reserve "G", Meadowlake Beach Addition, Wichita, Segwick County, Kansas; thence S79°41'19"W along the north line of said Reserve "G" to a point 174.43 feet west of the east line of Lot 1, Pinaire Mobile Home Park to Sedgwick County, Kansas; thence N30°00'23"W, 35.00 feet; thence S59°59'37"W, 1154.85 feet to a point 225.61 feet north of the south line of said Lot 1; thence S89°59'54"W parallel with the south line of said Lot 1, 570.00 feet to a point on the west line of said Lot 1; thence S00°00'06"E, 225.61 feet to the southwest corner of said Lot 1, said point being on the north line of Government Lot 4, located in the Southeast Quarter of said Section 22; thence west along said north lot line to the east bank of the Arkansas River; thence south along said east bank to the intersection of said east bank and the centerline of a ditch, said point also being 830 feet south of the north line of Government Lot 2 in the Northeast Quarter of said Section 27; thence northeasterly along said ditch centerline to a point located 58.5 feet south of the north line of the southwest quarter of the Northwest Quarter of said Section 26 and 568 feet east of the west line of said southwest quarter of the Northwest Quarter; thence north along a line parallel to said west line to said north line; thence east along said north line to the west right-of-way line of Clifton Avenue; thence north along said west right-of-way line to the south right-of-way line of 55<sup>th</sup> Street; thence west along said south right-of-way line to the west line of the Northwest Quarter of said Section 26; thence south along said west line to a point located 200 feet south of the northwest corner of said Northwest Quarter; thence west along a line parallel to the north line of the Northeast Quarter of said Section 27 a distance of 765 feet; thence north parallel to the east line of said Section 27 and said Section 22 a distance of 800 feet; thence east parallel to the south line of said Section 22 a distance of 490 feet; thence south parallel to the east line of said Section 22 a distance of 190 feet; thence east parallel to the south line of said Section 22 a distance of 275 feet to the west line of the Southwest Quarter of said Section 23; thence south along said west line to the south line of the southwest quarter of the Southwest Quarter of said Section 23; thence east along said south line to the southeast corner of the southwest quarter of the Southwest Quarter of said Section 23 and point of beginning

And Also:

Tracts of land in the Southeast and Southwest Quarters of Section 23, Township 28 South, Range 1 East of the 6th P.M., described as: Beginning at the intersection of the north right-of-way line of 55<sup>th</sup> Street South and the west right-of-way line of the ATS&F Railroad, thence north along said west right-of-way line to the northeast corner of said Southwest Quarter; thence west along the north line of said Southwest Quarter to the east right-of-way line of Clifton Avenue; thence south along said east right-of-way line to the north right-of-way line of 55<sup>th</sup> Street South; thence east along said north right-of-way to the point of beginning.



And Also:

A tract of land in the Northwest Quarter of Section 8, Township 28 South, Range 2 East of the 6<sup>th</sup> P.M. described as:

Reserve B, Rocky Ford Industrial Park Addition, Sedgwick County, Kansas

And Also:

A tract of land in the Northwest Quarter of Section 8, Township 28 South, Range 2 East of the 6<sup>th</sup> P.M. described as:

Reserve C and Lot 7, Block A; both in Rocky Ford Industrial Park Addition, Sedgwick County, Kansas

And Also:

That part of the west half of the Northwest Quarter of Section 4, Township 28 South, Range 2 East of the 6<sup>th</sup> P.M., described as follows: Beginning at the northwest corner of said Northwest Quarter; thence east along the north line of said Northwest Quarter, 1328.70 feet to the northeast corner of the west half of said Northwest Quarter; thence south along the east line of the west half of said Northwest Quarter, 1476.34 feet; thence N81°07'31"W, 357.15 feet; thence N75°45'41"W, 304.16 feet; thence N83°53'08"W, 64.29 feet; thence N89°35'43"W, 612.88 feet to a point on the west line of said Northwest Quarter; thence north along the west line of said Northwest Quarter, 1333.53 feet to the point of beginning, EXCEPT that part designated as Webb Road (95<sup>th</sup> Street East) right-of-way, AND EXCEPT that part designated as Pawnee Avenue (23<sup>rd</sup> Street South) right-of-way.

And Also:

A tract of land described as:

The Northeast Quarter of Section 3, Township 28 South, Range 2 East of the 6<sup>th</sup> P.M., Sedgwick County, Kansas, EXCEPT that part designated as Pawnee Avenue (23<sup>rd</sup> Street South) right-of-way, AND EXCEPT that part designated as 127<sup>th</sup> Street East right-of-way.

And Also:

Tracts of land located in the Southwest Quarter of Section 36, Township 27 South, Range 2 East of the 6<sup>th</sup> P.M., described as commencing at the northwest corner of said Southwest Quarter; thence S89°48'32"E, along the north line of said Southwest Quarter, 40.00 feet for a place of beginning; thence continuing S89°48'32"E, along said north line, 1737.00 feet; thence S44°14'09"W, 322.00 feet; thence S11°01'16"W, 126.00 feet; thence S34°51'21"E, 155.00 feet; thence S41°53'26"W, 277.00 feet; thence N88°38'14"W, 70.00 feet; thence S40°39'47"W, 155.00 feet; thence S08°47'08"W, 287.00 feet; thence N85°43'21"W, 188.00 feet; thence S55°32'56"W, 206.00 feet; thence S06°13'33"W, 202.00 feet; thence

S48°02'58"E, 120.00 feet; thence S39°58'11"W, 214.00 feet; thence S75°03'46"W, 358.00 feet; thence S42°11'12"W, 110.00 feet; thence N31°34'45"W, 110.00 feet; thence N70°03'54"W, 174.00 feet; thence N48°08'50"W, 143.00 feet to a point 40.00 feet East of the west line of said Southwest Quarter ; thence N00°04'42"W, parallel with said west line, 1566.00 feet to the point of beginning.

And Also:

Tracts of land in Sections 23 and 24, Township 27 South, Range 2 East of the 6<sup>th</sup> P.M., described as:

Beginning at the intersection of the west right-of-way line of 159<sup>th</sup> Street East and the south right-of-way line of Central; thence south along said west right-of-way line to the north right-of-way line of U.S. Highway 54; thence west along said north right-of-way line to the east line of the Southwest Quarter of said Section 24; thence north to the north line of said Southwest Quarter; thence west to the east line of the west half of said Southwest Quarter; thence south to the north right-of-way line of U.S. Highway 54; thence west along said north right-of-way line to the east right-of-way line of K-96 Highway; thence northerly and easterly along said east right-of-way line and the southeast right-of-way line of the K-96 Highway/Kansas Turnpike interchange to the east right-of-way line of 143<sup>rd</sup> Street East; thence south along said east right-of-way line to a point 1275.27 feet north of the south line of the Northwest Quarter of said Section 24, said point being the westernmost northwest corner of Lot 2, Block A, Clark Estates Addition; thence S89°49'00"E, 29.23 feet; thence northerly 412.65 feet along the west line of said Lot 2 to the north line of said Addition; thence east along said north line 151.93 feet to the east line of said Addition; thence southerly along said east line to the southeast corner of Lot 1, Block A of said Addition and the north line of Shadybrook Meadow Addition; thence easterly 67.59 feet along said north line to the westernmost corner of Lot 3, Block A, of The Estates at Shadybrook; thence northerly and easterly along the west line of said Lot 3 and of Lots 4 and 5, Block A in said Addition to the northwest corner of said Lot 5; thence easterly 67.44 feet along the north line of said Lot 5 to the southwest corner of Lot 5, Block 1, Scottsdale at Shadybrook Farm Addition; thence northeasterly along the west line of said Addition to the south right-of-way line of the Kansas Turnpike Authority; thence northeasterly along said south right-of-way line to the south right-of-way line of Central Avenue; thence east along said south right-of-way line to the point of beginning.

And Also:

Tracts of land in the Southeast Quarter of Section 13, Township 27 South, Range 2 East of the 6<sup>th</sup> P.M., described as:

Beginning at the intersection of the north right-of-way line of Central Avenue and the west line of said Southeast Quarter; thence north along said west line of said Southeast Quarter to the south right-of-way line of the Kansas Turnpike

Authority; thence northeasterly along said south right-of-way line to the west right-of-way line of 159<sup>th</sup> Street East; thence south along said west right-of-way line to the north right-of-way line of Central Avenue; thence west along said north right-of-way line to beginning.

And Also:

Tracts of land in Section 26, Township 29 South, Range 4 West of the 6<sup>th</sup> P. M., Sedgwick County, Kansas described as: All of said Section EXCEPT the east 1396 feet of the south 537 feet AND EXCEPT for that part designated as perimeter road rights-of-way.

And Also:

Tracts of land lying in the Northeast and Southwest Quarters of Section 14, Township 28 South, Range 1 West of the 6<sup>th</sup> P.M. described as:  
Broad Street Industrial Park Addition to Sedgwick County, Kansas

SECTION 2. That the following blocks, parcels, pieces and tracts of land be and they are hereby excluded from the corporate limits of the City of Wichita, even though completely surrounded by the territory of the City of Wichita, and nothing herein shall otherwise be construed as incorporating or including such blocks, parcels, pieces and tracts of land within the City limits, such lands being described as follows:

(a) Beginning at the intersection of the north line of Kellogg Street right-of-way and the Center Line of Woodlawn Boulevard; thence north along said Center Line to the Center Line of Douglas Avenue; thence west along said Center Line to the west line of Woodlawn Heights Addition; thence north along said west line a distance of 655 feet; thence east 377 feet; thence north 655 feet more or less, to the north line of the south half of the Northeast Quarter of Section 24, Township 27 South, Range 1 East of the 6<sup>th</sup> P.M.; thence east along said north line and the south line of Cresthill Manor Addition to the east line of the west half of Section 19, Township 27 South, Range 2 East of the 6<sup>th</sup> P.M.; thence south along said east line to the south line of Block U, Eastborough 3rd Addition; thence west to the east line of Block DZ, in said Addition, extended from the south; thence south along said east line and the east line of Block EZ, in said Addition, to the north right-of-way line of Kellogg Street; thence west along said north right-of-way line to the point of beginning.

(b) Tracts of land in Section 28, Township 27 South, Range 2 East of the 6<sup>th</sup> P.M. described as: Beginning at a point on the west right-of-way line of Greenwich Road, said point being 270 feet north of the south line of the Northeast Quarter of said Section 28; thence south along said west right-of-way line to the north line of the south half of the north half of the southeast quarter of the Southeast Quarter of said Section 28; thence west parallel to said south line to the west line of the

southeast quarter of the Southeast Quarter of said Section 28; thence north along said west line to the north line of the southwest quarter of the Southeast Quarter of said Section 28; thence west along said north line to the west line of the Southeast Quarter of said Section 28; thence north along said west line to the south line of the Northeast Quarter of said Section 28; thence east along said south line to a point 1948 feet west of the east line of said Northeast Quarter; thence north parallel to said east line 270 feet; thence east parallel to the south line of said Northeast Quarter to point of beginning.

(c) A tract of land in the Southwest Quarter of Section 27, Township 27 South, Range 2 East of the 6<sup>th</sup> P.M. described as: Beginning at the intersection of the east right-of-way line of Greenwich Road and the north right-of-way line of Harry Street; thence north along said east right-of-way line to the north line of the south half of said Southwest Quarter; thence east along said north line to the east line of said Southwest Quarter; thence south along said east line to the north right-of-way line of Harry Street; thence west along said north right-of-way line to the point of beginning.

(d) A tract of land located in the Southeast Quarter of Section 28, Township 27 South, Range 2 East of the 6<sup>th</sup> P.M. described as: The southeast quarter of the southeast quarter of said Southeast Quarter of Section 28, EXCEPT for the east 600 feet of the south 600 feet thereof, AND EXCEPT that part designated as Harry Street right-of-way, AND EXCEPT that part designated as Greenwich Road right-of-way.

(e) A tract of land located in the Southwest Quarter of Section 33, Township 27 South, Range 2 East of the 6<sup>th</sup> P.M., described as:  
Lot 1, Block 1 Sedgwick County East Yard Addition, Sedgwick County, Kansas.

(f) The south half of the northeast quarter of the Southeast Quarter of Section 34, Township 27 South, Range 2 East of the 6<sup>th</sup> P.M., EXCEPT that part designated as 127<sup>th</sup> Street East right-of-way.

(g) Beginning at the south right-of-way line of Douglas and the west right-of-way line of 127th Street East; thence south along said west right-of-way line to the north right-of-way line of U.S. Highway 54; thence west along said north right-of-way line to a point 726 feet east of the west line of the Southeast Quarter of Section 22, Township 27 South, Range 2 East of the 6th P.M.; thence north parallel to said west line to a point 1320 feet north of the south line of said Southeast Quarter; thence west parallel to said south line to the west line of said Southeast Quarter; thence north along said west line to the south right-of-way line of Douglas; thence east along said south right-of-way line to the point of beginning.

(h) A tract of land in Sections 9, 16 and 21, Township 27 South, Range 2 East of the 6<sup>th</sup> P.M. described as: Beginning at the intersection of the south right-of-way line of 13th Street North, and the east right-of-way line of Webb Road.; thence east along said south right-of-way line to a point 272.31 feet east of the west line of the Northeast Quarter of said Section 16; thence north parallel to said west line to the south line of the Southeast Quarter of said Section 9; thence east along said south line to the west line of the east half of said Southeast Quarter; thence north along said west line to the north right-of-way line of 13<sup>th</sup> Street North; thence east along said north right-of-way line to a point 585 feet west of the east line of said Southeast Quarter; thence south parallel to said east line and said line extended to the south right-of-way line of 13th Street North; thence west along said south right-of-way line to a point 642.45 feet west of the east line of the Northeast Quarter of said Section 16, said point also being the northwest corner of Lot 1, Block 1, Kiser West Addition; thence south along the west line of said Lot 1 to the southwest corner of said Lot 1; thence S00°32'23"E, 279.88 feet; thence N88°56'33"E, 337.33 feet to the west line of said Addition; thence south along said west line to the southwest corner of Lot 9, Block 1 of said Addition; thence east along the south line of said Lot 9 to the west right-of-way line of Greenwich Road; thence south along said west right-of-way line to a point 663.23 feet north of the south line of the Southeast Quarter of said Section 16; thence west parallel to said south line to a point 485 feet west of the east line of said Southeast Quarter; thence south parallel to said east line and said east line extended to the south right-of-way line of Central Avenue; thence east along said south right-of-way line to the west right-of-way line of Greenwich Road; thence south along said west right-of-way line to the north line of the southeast quarter of the Southeast Quarter of said Section 21; thence west along said north line to the west line of the southeast quarter of said Southeast Quarter; thence south along said west line to the north right-of-way line of U.S. Highway 54; thence west along said north right-of-way line to the east right-of-way line of Webb Road; thence north along said east right-of-way line to the south right-of-way line of Central Avenue; thence easterly along said south right-of-way line to the east right-of-way line of Elder, thence north along said east line to the center line of Chamberlin; thence west along said center line to the east line of Lot 45, , Block 2, Lynch Addition to Travel Air City extended; thence north along said east line and the east lines of Lot 57 and 58, Block 2 of said Addition to the north line of said Lot 58; thence west along said north line to the east right-of-way line of Beech Road; thence north along said east right-of-way line to a point 91 feet south of the north line of the Southwest Quarter of said Section 16; thence west to the east line of the East Side Development Addition; thence north along said east line to the north line of said Addition; thence west along said north line to the east right-of-way line of Webb Road; thence north along said east right-of-way line to beginning.

(i) A tract of land in Sections 9, 10, and 15, Township 27 South, Range 2 East of the 6<sup>th</sup> P.M. described as: Beginning at the southwest corner of the northeast quarter of the Southeast Quarter of said Section 9; thence north along the west line of the northeast quarter of said Southeast Quarter to a point located 423.11 feet south of the north line of said Southeast Quarter; thence east along a line parallel to said north line to the west right-of-way line of Greenwich Road; thence north along said west right-of-way line to the south line of the Northeast Quarter of said Section 9; thence east along said south line and the south line of the Northwest Quarter of said Section 10 to the east right-of-way line of Greenwich Road; thence north along said east right-of-way line to a point 1312 feet south of the north line of the Northwest Quarter of said Section 10; thence east to a point 998 feet east of the west line of said Northwest Quarter; thence south parallel to said west line, 610 feet; thence east parallel to said north line to a point on the west right-of-way line of K-96 Highway, 1228.98 feet, more or less; thence northerly along said west right-of-way line to the south right-of-way line of 21<sup>st</sup> Street North; thence east along said south right-of-way line to the east right-of-way line of K-96 Highway; thence southerly along said east right-of-way line to the west line of the east half of said Section 10; thence south along said west line and the west line of the Northeast Quarter of said Section 15 to the westerly right-of-way line of K-96 Highway; thence northerly along said west right-of-way line to the south line of the Burlington Northern Railroad right-of-way; thence west along said south right-of-way line a distance of 894.72 feet; thence south to a point 755.95 feet north and 1320 feet east of the southwest corner of the Southwest Quarter of said Section 10, said point being located on the north line of Dillon 12<sup>th</sup> Addition to Sedgwick County, Kansas; thence west along said north line and said north line extended to the west right-of-way line of Greenwich Road; thence north along said west right-of-way line to the north line of the south half of the Southeast Quarter of said Section 9, thence west along said north line to the west line of the east half of said Southeast Quarter to point of beginning.

(j) The southwest quarter of the Northeast Quarter of Section 34, Township 26 South, Range 1 East of the 6<sup>th</sup> P.M., EXCEPT for the south 660 feet of the east 330 feet of said southwest quarter of the Northeast Quarter AND EXCEPT that part designated as 33<sup>rd</sup> Street North right-of-way.

(k) A tract of land in the Northeast Quarter of Section 30, Township 26 South, Range 1 East of the 6<sup>th</sup> P.M. described as: That part of said Northeast Quarter lying south of South Harbor Addition and west of KPTS Addition and USD 259 Addition.

(l) That part of K-96 Highway right-of-way in the Southeast Quarter of Section 15, Township 27 South, Range 2 East of the 6<sup>th</sup> P.M. lying west of 127<sup>th</sup> Street East.

(m) A tract of land located in the Southeast Quarter of Section 34, Township 26 South, Range 1 West of the 6<sup>th</sup> P.M. described as:

Beginning at the intersection of the north right-of-way line of 29<sup>th</sup> Street North and the west line of said Southeast Quarter; thence north along said west line to the north line of the south half of said Southeast Quarter; thence east along said north line to a point 1145 feet west of the east line of said Southeast Quarter; thence south parallel to said east line to the north right-of-way line of 29<sup>th</sup> Street North; thence west along said north right-of-way line to point of beginning.

(n) A tract of land located in the North Half of Section 33, Township 26 South, Range 1 West of the 6<sup>th</sup> P.M., Sedgwick County, Kansas described as:

Beginning at the intersection of the south right-of-way line of 37<sup>th</sup> Street North and the west right-of-way line of the Kansas Southwestern Railroad; thence east along said south right-of-way line to a point 360 feet west of the east line of the west half of the Northeast Quarter of said Section 33, thence southerly perpendicular to the north line of said Northeast Quarter, to a point 95 feet south of said north line ; thence S55°55'48"E, 30.01 feet; thence east parallel with the north line of said Northeast Quarter, 79.12 feet; thence N75°26'48"E, 16.46 feet; thence east parallel with the north line of said Northeast Quarter, 22.67 feet; thence S44°12'31"E, 45.52 feet; thence southeasterly, 350.27 feet, more or less, to a point on the east line of the West half of said Northeast Quarter, said point being 440 feet south of the northeast corner of the west half of said Northeast Quarter; thence south along said east line to the south line of the north half of said Section 33, thence west along said south line to the west right-of-way line of the Kansas Southwestern Railroad; thence northerly and westerly along said west right-of-way line to the south right-of-way line of 37<sup>th</sup> Street North and point of beginning.

(o) A tract of land located in the Northwest Quarter of Section 4, Township 27 South, Range 1 West of the 6<sup>th</sup> P.M., Sedgwick County, Kansas described as: Beginning at the intersection of the east line of said Northwest Quarter and the south right-of-way line of 29<sup>th</sup> Street North; thence south along said east line to a point 600 feet south of the north line of said Northwest Quarter; thence west 150 feet to a point 600 feet south of said north line; thence north parallel with the east line of said Northwest Quarter a distance of 450 feet; thence west 435 feet to a point 150 feet south of the north line of said Northwest Quarter; thence north parallel with the east line of said Northwest Quarter to the south right-of-way line of 29<sup>th</sup> Street North; thence east along said south right-of-way line to point of beginning.

(p) Tracts of land located in the Sections 15, 14, 11, 3 and 10 all of Township 27 South, Range 1 West of the 6<sup>th</sup> P.M., Sedgwick County, Kansas described as:

Beginning at the intersection of the south right-of-way line of 21<sup>st</sup> Street North and the north line of the Missouri Pacific Railroad right-of-way; thence

southeasterly along said north right-of-way line to the west right-of-way line of Interstate Highway 235; thence southerly and southwesterly along said west right-of-way line to the south right-of-way line of 13th Street, extended from the west; thence west along said south right-of-way line and said line extended to the east line of County Acres Fourth "B" Addition; thence northerly along said east line and said east line extended to the north right-of-way line of 13th Street North; thence west along said north right-of-way line to the east right-of-way line of Ridge Road; thence north along said east right-of-way line to the north right-of-way line of 21st Street North; thence east along said north right-of-way line to the north right-of-way line of the Missouri Pacific Railroad; thence southeasterly to point of beginning.

(q) A tract of land in the Northwest Quarter of Section 29, Township 27 South, Range 1 West of the 6th P.M., described as follows: Beginning at a point on the south line of said Northwest Quarter, said point being 1665 feet west of the southeast corner of said Northwest Quarter; thence northeasterly for a distance of 173.30 feet; thence northeasterly with a deflection to the left of  $00^{\circ}04'$  for a distance of 353.81 feet; thence northeasterly with a deflection to the left of  $01^{\circ}31'$  for a distance of 443.94 feet; thence northeasterly with a deflection to the left of  $36^{\circ}27'$  for a distance of 337.02 feet; thence northwesterly with a deflection to the left of  $42^{\circ}41'$  for a distance of 114 feet, more or less, to the easternmost corner of Oatman Addition to Sedgwick County, Kansas; thence northwesterly along the east line of Oatman Addition to the northerly line of said Addition; thence northeasterly with a deflection to the right  $57^{\circ}46'$  for a distance of 290.95 feet, thence northeasterly with a deflection to the right of  $22^{\circ}44'$  for a distance of 462.24 feet; thence with a deflection to the left of  $19^{\circ}48'$  to the south right-of-way line of Maple Street; thence east along said south right-of-way line to the east line of said Northwest Quarter; thence south along said east line to the south line of said Northwest Quarter; thence west along said south line to point of beginning.

(r) Tracts of land in the Southwest Quarter of Section 30, Township 27 South, Range 1 West described as:

Beginning at the northeast corner of said Southwest Quarter; thence south along the east line of said Southwest Quarter to the north line of Brady Addition; thence west along said north line to the west line of said Addition; thence south along said west line to a point 338 feet north of the north right-of-way line of U.S. Highway 54 as condemned in Case No. A-38302; thence west parallel with said north right-of-way line a distance of 287.18 feet; thence north parallel to the east line of said Southwest Quarter to a point 514.21 feet south of the north line of said Southwest Quarter; thence east parallel to said north line 482.37 feet; thence north parallel to the east line of said Southwest Quarter 260 feet; thence west parallel to the north line of said Southwest Quarter 482.37 feet; thence north parallel to the east line of said Southwest Quarter to the north line of said Southwest Quarter; thence east along said north line to point of beginning.



(s) A tract of land in the Southeast Quarter of Section 13, Township 28 South, Range 1 West of the 6<sup>th</sup> P.M. described as:

Beginning at a point on the west right-of-way line of Meridian Avenue, said point being 731.51 feet north of the south line of said Section; thence west parallel to said south line to a point 1270.5 feet west of the east line of said Section; thence south parallel to the east line of said Section 240 feet; thence east parallel to the south line of said Section to the west right-of-way line of Meridian Avenue; thence north to point of beginning.

(t) Tracts of land in the Northeast Quarter of Section 24, Township 28 South, Range 1 West of the 6<sup>th</sup> P.M. and the Northwest Quarter of Section 19, Township 28 South, Range 1 East of the 6<sup>th</sup> P.M. described as: Beginning at the intersection of the west right-of-way line of Meridian Avenue and the south right-of-way line of 47<sup>th</sup> Street South; thence south along said west right-of-way line to the south line of said Northeast Quarter; thence east along said south line and the south line of said Northwest Quarter to the east line of the west half of said Northwest Quarter of Section 19; thence north along said line to the south right-of-way line of 47<sup>th</sup> Street South; thence west along said south right-of-way line to point of beginning, EXCEPT that part platted as Lots 1 and 2, Block A, Edwards Estates Addition, Sedgwick County, Kansas.

(u) A tract of land in Southwest Quarter of Section 12, Township 28 South, Range 1 West of the 6<sup>th</sup> P.M. described as: Beginning at a point on the east right-of-way line of West Street, said point being located on the south line of Phat An Temple Addition; thence east along said south line, to the east line of said Addition; thence north along said east line and the east line of Erin Springs Addition, to the north line of said Addition; thence west along said north line and the north line of Lucas Springs Addition, to the east right-of-way line of West Street; thence south along said east right-of-way line, to point of beginning.

(v) A tract of land in the Northwest Quarter of Section 19, Township 28 South, Range 1 East of the 6<sup>th</sup> P.M. described as: Beginning at the intersection of the east line of said Northwest Quarter and the south right-of-way line of 47<sup>th</sup> Street South; thence south along said east line to a point 1805 feet south of the north line of said Northwest Quarter; thence west parallel to said north line 40 feet; thence north parallel to said east line to the south right-of-way line of 47<sup>th</sup> Street South; thence east along said south right-of-way line to beginning.

(w) A tract of land in Southwest Quarter of Section 12, Township 28 South, Range 1 West of the 6<sup>th</sup> P.M. described as: Beginning at a point on the east right-of-way line of West Street, said point being located 992.15 feet south, more or less, of the north line said Southwest Quarter; thence east along a line parallel to

said north line, to a point 298.71 feet east of the west line of said Southwest Quarter and the southernmost southeast corner of Trimmel Addition; thence north along the east line of said Addition, 60 feet to the south line of said Addition; thence east along said south line, 26.29 feet; thence south parallel to the west line of said Southwest Quarter 504.98 feet; thence west along a line parallel to the north line of said Southwest Quarter to the east right-of-way line of West Street; thence north along said east right-of-way line, to the point of beginning.

(x) A tract of land in the Southeast Quarter of Section 3, Township 27 South, Range 2 East of the 6<sup>th</sup> P.M. described as: Beginning at a point on the west right-of-way line of 127<sup>th</sup> Street East, said point being 744.45 feet south of the north line of said Southeast Quarter; thence west parallel to said north line to a point 258.72 feet west of the east line of said Southeast Quarter; thence north parallel to the east line of said Southeast Quarter 208.72 feet; thence east parallel to the north line of said Southeast Quarter to the west right-of-way line of 127<sup>th</sup> Street East; thence south along said west right-of-way line to point of beginning.

(y) A tract of land in the Southeast Quarter of Section 31, Township 26 South, Range 1 West of the 6<sup>th</sup> P.M. described as: Beginning 802.39 feet north and 1172.96 feet west of the southeast corner of said Southeast Quarter; thence north 75 feet; thence west 85 feet; thence south 75 feet; thence east 85 feet to beginning.

(z) A tract of land in the Southwest Quarter of Section 32, Township 26 South, Range 1 West of the 6<sup>th</sup> P.M. described as: Beginning at a point on the east right-of-way line of Maize Road located 501.06 feet, more or less, south of the north line of the south half of said Southwest Quarter; thence east parallel to said north line to a point located 649.44 feet east of the west line of said Southwest Quarter; thence northwesterly 54.11 feet; thence east parallel with said north line 122.59 feet; thence north parallel with said west line to the north line of the south half of said Southwest Quarter; thence east along said north line to a point on the west line of Reserve "G", Fox Ridge Addition; thence south along said west line to a point 626.16 feet north of the south line of said Southwest Quarter; thence west to a point 140 feet west of the west line of the southeast quarter of said Southwest Quarter; thence south parallel to said west line to the north right-of-way line of 29<sup>th</sup> Street North; thence west along said north right-of-way to the east right-of-way line of Maize Road; thence north along said east right-of-way line to the point of beginning.

(aa) A tract of land in the Northwest Quarter of Section 5, Township 27 South, Range 1 West of the 6<sup>th</sup> P.M. described as: Beginning at the intersection of east right-of-way line of Maize Road and the south right-of-way line of 29<sup>th</sup> Street

North, thence east along said south right-of-way line to the east line of said Northwest Quarter; thence south along said east line to the south line of Government Lot 3 ; thence west along said south line and said south line extended to the east right-of-way line of Maize Road; thence north along said east right-of-way line to the point of beginning.

(bb) A tract of land in Section 3, Township 27 South, Range 2 East of the 6<sup>th</sup> P.M. described as: Beginning at the intersection of the east right-of-way line of Greenwich Road and the south line of the north half of the north half of said Section, thence east along said south line to the east line of the west half of said Section, thence south along said east line to the east right-of-way line of K-96 Highway; thence southerly along said east right-of-way line to the north right-of-way line of 21<sup>st</sup> Street North; thence west along said north right-of-way line to the west right-of-way line of K-96 Highway; thence northerly and westerly along said west right-of-way line to the east right-of-way line of Greenwich Road, thence north along said east right-of-way line to the point of beginning.

(cc) A tract of land described as that part of K-254 Highway right-of-way lying in the north half of Section 27, Township 26 South, Range 1 East of the 6<sup>th</sup> P.M.

(dd) A tract of land in the East Half of Section 27, Township 26 South, Range 1 East of the 6<sup>th</sup> P.M. described as: Beginning at the intersection of the west right-of-way of Hillside Avenue and the west right-of-way line of the Union Pacific Railroad, thence south along said west right-of-way line of Hillside Avenue to the east right-of-way line of the Union Pacific Railroad; thence southwesterly along said east right-of-way line to the most northern corner of Lot 1, Block 1, Northridge Industrial 2<sup>nd</sup> Addition; thence north at a right angle to the south line of the Southeast Quarter of said Section 27 to a point on the west right-of-way line of the Union Pacific Railroad; thence southwesterly along said west right-of-way line to the north right-of-way line of 37<sup>th</sup> Street North; thence west along said north right-of-way line to the east line of the Southwest Quarter of said Section, thence north along said east line and said east line extended north to the south line of the north half of the Northeast Quarter of said Section 27; thence easterly along said south line bearing N 89° 52' 48" E a distance of 2262.56 feet to a point on the northwest right-of-way line of the Rock Island Railroad; thence along said northwest right-of-way line bearing N30° 19' 25" E a distance of 339.04 feet; thence N59° 40' 35" W, a distance of 25 feet; thence N 30° 19' 25" E, a distance of 300 feet to a point on the west right-of-way line of Hillside Avenue and point of beginning.

(ee) A tract of land in the Northwest Quarter of Section 18, Township 26 South, Range 1 East of the 6<sup>th</sup> P.M. described as: Beginning at the intersection of the east right-of-way line of Meridian Avenue and the south line of the north half of said Northwest Quarter, thence east along said south line to the east line of said Northwest Quarter; thence south along said east line to the south line of said Northwest Quarter; thence west along said south line to a point 700 feet east of the west line of said Northwest Quarter; thence north parallel to said west line 130 feet; thence west parallel to said south line 200 feet; thence south parallel to said west line 130 feet to the south line of said Northwest Quarter; thence west along said south line 60 feet; thence north parallel to said west line a distance of 230 feet; thence west parallel to said south line to the east right-of-way line of Meridian; thence north along said east right-of-way line to the point of beginning

(ff) A tract of land in the Northwest Quarter of Section 13, Township 27 South, Range 2 West of the 6<sup>th</sup> P.M. described as: Beginning at the intersection of the east right-of-way line of 135<sup>th</sup> Street West and the south right-of-way line of 13<sup>th</sup> Street; thence east along said south right-of-way line to a point 430 feet east of the west line of said Northwest Quarter; thence south parallel with said west line to a point 531.30 feet south of the north line of said Northwest Quarter; thence west parallel with the north line of said Northwest Quarter to the east right-of-way line of 135<sup>th</sup> Street West; thence north along said east right-of-way line to the point of beginning.

(gg) A tract of land in the Southwest Quarter of Section 31, Township 27 South, Range 1 West of the 6<sup>th</sup> P.M. described as: Beginning at the intersection of the east right-of-way line of 119<sup>th</sup> Street West and the north line of said Southwest Quarter, thence east along said north line to a point 316 feet east of the west line of said Southwest Quarter; thence south along a line parallel to said west line a distance of 275.7 feet; thence west parallel to said north line to the east right-of-way line of 119<sup>th</sup> Street West; thence north along said east right-of-way line to point of beginning.

(hh) A tract of land in the Southwest Quarter of Section 31, Township 27 South, Range 1 West of the 6<sup>th</sup> P.M. described as: Beginning at a point on the east right-of-way line of 119<sup>th</sup> Street West located 615 feet more or less south of the north line of said Southwest Quarter; thence east parallel to said north line to a point 335 east of the west line of said Southwest Quarter; thence south parallel to said west line a distance of 495 feet; thence west parallel to said north line to the east right-of-way line of 119<sup>th</sup> Street West; thence north along said east right-of-way line to the point of beginning.

(ii) A tract of land in the Southeast Quarter of Section 11, Township 28 South, Range 1 West of the 6<sup>th</sup> P.M. described as: Beginning at a point on the west right-of-way line of West Street, said point being located 335 feet south of the north line of said Southeast Quarter; thence west parallel with said north line to a point

500 feet west of the east line of said Southwest Quarter; thence north parallel with the said east line a distance of 300 feet; thence east parallel to said north line to said west right-of-way line and point of beginning.

(jj) A tract of land in the Southwest Quarter of Section 26, Township 27 South, Range 2 East of the 6<sup>th</sup> P.M. described as: Beginning at the intersection of the north right-of-way line of Harry Street and the east right-of-way line of 127<sup>th</sup> Street East; thence north along said east right-of-line to the south line of the north half of said Southwest Quarter; thence east along said south line to a point located 778.5 feet east of the west line of said Southwest Quarter; thence south parallel to said west line, a distance of 325.39 feet; thence S 87° 08' 11" E, a distance of 128.77 feet; thence S 38° 46' 30" E, a distance of 44.36 feet; thence S 11° 57' 15" W, a distance of 165.81 feet; thence S 21° 41' 53" E, a distance of 11.72 feet; thence S 47° 30' 57" W, a distance of 46.10 feet; thence S 29° 18' 56" W, a distance of 70.61 feet; thence S 31° 33' 22" W, a distance of 103.23 feet to a point 778.5 feet east of said west line; thence south parallel to said west line, 246.07 feet; thence S 59° 27' 02" W, a distance of 42.87 feet; thence S 39° 27' 02" W, a distance of 79 feet; thence S 30° 27' 02" W, a distance of 123 feet; thence S 0° 52' 58" E, a distance of 30 feet; thence S 30° 07' 02" W, a distance of 41 feet; thence S 0° 32' 58" E to the north right-of-way line of Harry Street; thence west along said north right-of-way line to the east right-of-way line of 127<sup>th</sup> Street East and point of beginning.

(kk) A tract of land in the Southeast Quarter of Section 36, Township 27 South, Range 2 West of the 6<sup>th</sup> P.M. described as: Beginning at a point located 660 feet west and 660 feet north of the southeast corner of said Southeast Quarter; thence east parallel to the south line of said Southeast Quarter to the west right-of-way line of 119<sup>th</sup> Street West; thence south and southwesterly along said west right-of-way line to the north right-of-way line of Pawnee Avenue; thence southwesterly and west along said north right-of-way line to a point 660 feet west of the east line of said Southeast Quarter; thence north e parallel to said east line to point of beginning.

(ll) A tract of land in the Northeast Quarter of Section 6, Township 28 South, Range 1 West of the 6<sup>th</sup> P.M. described as: Beginning at the intersection of the south right-of-way line of Pawnee Avenue and the west right-of-way line of Maize Road, thence west along said south right-of-way line to a point 475 feet west of the east line of said Section; thence south parallel to said east line to point 943 feet south of the north line of said Section; thence east parallel to said north line to the west right-of-way line of Maize Road; thence north along said west right-of-way line to point of beginning.

(mm) A tract of land described as: The east 208 feet of the north 208 feet of the south 1308 feet of the Northeast Quarter of Section 27, Township 26 South, Range 1 West of the 6<sup>th</sup> P.M., EXCEPT for that part designated as Hoover Road right-of-way.

(nn) A tract of land in the Northeast Quarter of Section 27, Township 26 South, Range 1 West of the 6<sup>th</sup> P.M. described as: The north 208 feet of the west 417.42 feet of Government Lot 1, EXCEPT for that part designated as 45<sup>th</sup> Street road right-of-way.

(oo) A tract of land in the Northwest Quarter of Section 23, Township 26 South, Range 1 East of the 6<sup>th</sup> P.M. described as: Beginning at a point on the west line of said Northwest Quarter located 890 feet south of the north line of said Section 23; thence east parallel with said north line to a point 505 feet east of the west line of said Northwest Quarter; thence N 53°52'52" E, a distance of 359.16 feet; thence N 90°00'00" E, a distance of 200.00 feet; thence S 00°08'44" E, parallel with the east line of the west half of said Northwest Quarter, a distance of 67.39 feet, more or less, to the approximate center line of a creek; thence following the approximate center line of said creek, S22°00'44"W, 47.92 feet; thence S16°02'04"W, 110.34 feet; thence S00°29'36"W, 84.54 feet; thence S09°57'36"W, 127.74 feet; thence S02°59'31"E, 145.34 feet; thence S16°06'19"W, 133.72 feet; thence S29°37'55"W, 120.21 feet; thence S54°33'50"W, 43.77 feet; thence S69°46'35"W, 53.87 feet; thence S61°36'54"W, 65.25 feet; thence S43°39'57"W, 79.48 feet; thence S30°03'00"W, 91.40 feet; thence S42°56'45"W, 87.09 feet to a point 530.00 feet east of the west line of said Northwest Quarter; thence west to a point on said west line, said point being 1760 feet, more or less, south of the north line of said Northwest Quarter; thence north along said west line to point of beginning, EXCEPT for that part designated as Hillside road right-of-way.

(pp) A tract of land in Section 7, Township 28 South, Range 1 West of the 6<sup>TH</sup> P.M., described as: Beginning at a point on west right-of-way line of Maize Road, said point being located 777.69 feet south of the north line of said Section; thence west parallel to said north line, to a point located 625 feet west of the east line of said Section; thence north parallel with said east line, 333.80 feet, more or less; thence east parallel with said north line, 256.47 feet; thence N01°35'13"E, 202.92 feet; thence east parallel with said north line to the west right-of-way line of Maize Road; thence south along said west right-of-way line to the point of beginning.

SECTION 3. That if any part or portion of this Resolution shall be held or determined to be illegal, ultra vires or void, the same shall not be held or construed to alter, change or annul any terms or provisions hereof which may be legal or lawful. And in the event this Resolution in its entirety shall be held to be ultra vires, illegal or void, then in such event, the boundaries and limits of said City shall be held to be those heretofore established by law.

ADOPTED in Wichita, Kansas, **this 13<sup>th</sup> day of December, 2011.**

ATTEST:

\_\_\_\_\_  
Carl Brewer, Mayor

\_\_\_\_\_  
Karen Sublett, City Clerk

(SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
Gary Rebenstorf, Director of Law

City of Wichita  
City Council Meeting  
December 13, 2011

**TO:** Wichita Housing Authority Board Members  
**SUBJECT:** Section 8 Administrative Plan Revisions  
**INITIATED BY:** Housing and Community Services Department  
**AGENDA:** Wichita Housing Authority (Consent)

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**Recommendation:** Review and approve the Section 8 Administrative Plan revisions for the Section 8 Housing Choice Voucher Program.

**Background:** The Governing Board of the Housing Authority must approve revisions to the Section 8 Administrative Plan before changes can be implemented. Changes which the Housing Authority Board approved in prior actions, are now being incorporated into the official Administrative Plan for the program.

**Analysis:** The revisions which are presented for approval include the addition of the previously adopted 2011 Utility Allowance Schedule and 2012 Payment Standards, as well as revisions to waiting list preferences.

**Financial Considerations:** None

**Goal Impact:** The Section 8 Housing Choice Voucher program addresses the Promote Economic Vitality and Affordable Living goal.

**Legal Considerations:** The Wichita Housing Authority Board must approve revisions to the Section 8 Administrative Plan. The Law Department has approved this process.

**Recommendations/Actions:** It is recommended that the Wichita Housing Authority Board review and approve the Section 8 Administrative Plan revisions for the Section 8 Housing Choice Voucher Program.

**Attachment:** Summary of revisions to S8 Administrative Plan.



**REVISION GUIDE**  
**For Housing and Community Services Department**  
**Wichita Housing Authority**  
**Section 8 Administrative Plan**  
**January 1, 2012**

<b>SECTION OF PLAN</b>	<b>DESCRIPTION</b>
5.2.B-E. Preferences	Remove preferences for domestic violence, homeless and upward mobility according to the adopted Wichita Housing Authority 2012 Annual Agency Plan.
Appendix 3	Replacing 2010 Utility Allowance Schedule to adopted 2011 Utility Allowance Schedule
Appendix 4	Replacing 2011 Payment Standards to 2012 Payment Standards

City of Wichita  
City Council Meeting  
December 13, 2011

**TO:** Wichita Housing Authority Board

**SUBJECT:** Board Resolution Approving 2012 Project Based Budget

**INITIATED BY:** Housing and Community Services Department

**AGENDA:** Wichita Housing Authority Consent

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**Recommendation:** Adopt the resolution approving the Public Housing Project-Based budget for 2012 and authorize the necessary signatures.

**Background:** The U.S. Department of Housing and Urban Development (HUD) has adopted Public Housing Operating Fund Rule 24 CFR 990. The final rule includes two major provisions. It establishes the “Operating Fund Program”, which is a formula for determining operating subsidy, and it requires Public Housing Authorities that operate 250 or more dwelling units to use Asset Management as its business model. Implementation of Asset Management is expected to lead to better management oversight of public housing by providing more information about the operating costs and performance level of each public housing project. Under the final rule model the Housing Authority Board is required to adopt a resolution approving the budget in project-based format.

**Analysis:** HUD has mandated that Housing Authority annual budgets be prepared in a project-based format and approved by the Housing Authority Board using HUD form 52574.

**Financial Considerations:** This action establishes the estimated 2012 funding in the project based budget format which includes four Asset Management Projects (AMPs) and the Central Office Cost Center (COCC). Following are the totals for each project:

AMP 1	Greenway Manor and McLean Manor	\$860,917
AMP 2	Rosa Gragg and Bernice Hutcherson	\$200,239
AMP 3	Scattered Sites	\$1,174,240
AMP 4	Scattered	\$1,004,384
COCC		\$2,114,033

**Goal Impact:** The Public Housing program contributes to the Economic Vitality and Affordable Living goal.

**Legal Considerations:** The Wichita Housing Authority Board’s approval is required for budget submittal to HUD. The forms have been reviewed by the Law Department.

**Recommendations/Actions:** It is recommended the Wichita Housing Authority Board adopt the resolution approving the Public Housing Project-Based budget for 2012 and authorize the necessary signatures.

**Attachments:**  
HUD Form-52574 – PHA Board Resolution

**PHA Board Resolution**  
Approving Operating Budget

**U.S. Department of Housing  
and Urban Development**  
Office of Public and Indian Housing -  
Real Estate Assessment Center (PIH-REAC)

OMB No. 2577-0026  
(exp.12/31/2012)

Public reporting burden for this collection of information is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

This information is required by Section 6(c)(4) of the U.S. Housing Act of 1937. The information is the operating budget for the low-income public housing program and provides a summary of the proposed/budgeted receipts and expenditures, approval of budgeted receipts and expenditures, and justification of certain specified amounts. HUD reviews the information to determine if the operating plan adopted by the public housing agency (PHA) and the amounts are reasonable, and that the PHA is in compliance with procedures prescribed by HUD. Responses are required to obtain benefits. This information does not lend itself to confidentiality.

PHA Name: WICHITA HOUSING AUTHORITY

PHA Code: KS004

PHA Fiscal Year Beginning: January 1, 2012

Board Resolution Number: 12/13/2011-

Acting on behalf of the Board of Commissioners of the above-named PHA as its Chairperson, I make the following certifications and agreement to the Department of Housing and Urban Development (HUD) regarding the Board's approval of (check one or more as applicable):

DATE

- ☒ Operating Budget (for COCC and all Projects) approved by Board resolution on: 12/13/2011
- ☐ Operating Budget submitted to HUD, if applicable, on:
- ☐ Operating Budget revision approved by Board resolution on:
- ☐ Operating Budget revision submitted to HUD, if applicable, on:

I certify on behalf of the above-named PHA that:

1. All statutory and regulatory requirements have been met;
2. The PHA has sufficient operating reserves to meet the working capital needs of its developments;
3. Proposed budget expenditure are necessary in the efficient and economical operation of the housing for the purpose of serving low-income residents;
4. The budget indicates a source of funds adequate to cover all proposed expenditures;
5. The PHA will comply with the wage rate requirement under 24 CFR 968.110(c) and (f); and
6. The PHA will comply with the requirements for access to records and audits under 24 CFR 968.110(i).

I hereby certify that all the information stated within, as well as any information provided in the accompaniment herewith, if applicable, is true and accurate.

**Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012.31, U.S.C. 3729 and 3802)

Print Board Chairperson's Name: CARL BREWER, MAYOR/CHAIRMAN	Signature:	Date: 12/13/2011
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**City of Wichita  
City Council Meeting  
December 13, 2011**

**TO:** Wichita Airport Authority

**SUBJECT:** Airfield Pavement Joint Reseal, Phase 2  
Change Order No. 1  
Wichita Mid-Continent Airport

**INITIATED BY:** Department of Airports

**AGENDA:** Wichita Airport Authority (Consent)

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**Recommendation:** Approve Change Order No. 1.

**Background:** On September 13, 2011, through the Board of Bids process, the Wichita Airport Authority (WAA) contracted with Scodeller Construction to remove and replace the joint sealant on Taxiway D.

**Analysis:** Due to favorable bidding conditions, Change Order No. 1 allows the contractor to reseal more joints at the unit bid price and adjusts final quantities. Following is a list of contract changes:

	<b>Amount</b>	<b>Description</b>	<b>Date</b>
Contract	\$94,500	Contract with Scodeller	9/13/2011
CO No. 1	<u>22,062</u>	Adjust final quantities	12/13/2011
	<u>\$116,562</u>	Total Contract	

**Financial Considerations:** The cost of this change order is an increase of \$22,062 and reflects a twenty-three percent increase over the original contract. Funding is available in the 2011 Adopted Operating Budget due to savings realized in the equipment repair budget.

**Goal Impact:** The Airport's contribution to the Economic Vitality of Wichita is promoted through the maintenance of the infrastructure needed to meet the demands of the aviation community.

**Legal Considerations:** The Law Department has approved the Change Order as to form.

**Recommendations/Actions:** It is recommended that the Wichita Airport Authority approve the Change Order and authorize the necessary signatures.

**Attachments:** Change Order No.1.

## CHANGE ORDER

Date: November 22, 2011

No. 1- Final

OWNER'S Project No. \_\_\_\_\_ FAA Project No. \_\_\_\_\_

Project: 2011 Airfield Pavement Joint Reseal Project (Phase 2)

Contractor: Scodeller Construction Inc. Contract Date: September 13, 2011

Nature of changes:

1. Adjustment of quantities to match actual installed amount.

Item	Bid Qty	Unit	Bid	Ext. Amt.	Actual Qty	Unit	Final Amt.
Joint Reseal	45,000	L.F.	\$2.10	\$94,500	55,335.5	L.F.	\$116,203.50

2. Add line item #2 Labor, material and equipment for random crack saw and seal to maximum approved by Council through Board of Bids on Sept. 20, 2011:

Item	Bid Qty	Unit	Bid	Ext. Amt.	Actual Qty	Unit	Final Amt.
Crack Seal	200	L.F.	\$4.00	\$800	89.5	L.F.	\$358.00

Attachments:

1. Airport Letter dated October 13, 2011 increasing quantities.

These changes result in the following adjustment of Contract price and Contract time:

Contract price prior to this Change Order \$ 94,500.00

Net (increase) (~~decrease~~) resulting from this Change Order \$ 22,061.50

Current Contract price including this Change Order \$ 116,561.50

Contract time prior to this Change Order 45  
(Days ~~or Date~~)

Net (increase) (~~decrease~~) resulting from this Change Order 10  
(Days)

Current Contract time including this Change Order 55  
(Days ~~or Date~~)

The changes are accepted.

Date: 11-22-11

  
\_\_\_\_\_  
CONTRACTOR  
(Scodeller Construction Inc)

The changes are approved:

Date: 11-28-11

  
\_\_\_\_\_  
ENGINEER

The changes are accepted:

Date: 11/28/11

  
\_\_\_\_\_  
DIRECTOR OF AIRPORTS  
(Victor White)

Approved As To Form:

Dated: 11-29-11

  
\_\_\_\_\_  
LAW DEPARTMENT

You are directed to make the changes noted:

Dated: \_\_\_\_\_

\_\_\_\_\_  
OWNER – WICHITA AIRPORT AUTHORITY  
(Robert Layton)

City of Wichita  
City Council Meeting  
December 13, 2011

**TO:** Wichita Airport Authority

**SUBJECT:** Administration Services Contract  
Bombardier Learjet Parking Improvements  
Wichita Mid-Continent Airport

**INITIATED BY:** Department of Airports

**AGENDA:** Wichita Airport Authority (Consent)

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**Recommendation:** Approve the contract.

**Background:** Bombardier Learjet (Learjet) is planning to expand its production facilities in order to accommodate the new Learjet 85 aircraft production program, the creation of a new Center of Excellence for Engineering and Information Technology and expansion of the Bombardier Flight Test Center. This expansion will use all available existing land on its site for construction of buildings and will displace existing employee parking lots. As part of this expansion project, the Wichita Airport Authority (WAA) will construct new parking lots on Airport land adjacent to the factory.

**Analysis:** During the development of the project, City and County staff, Learjet, the Greater Wichita Economic Development Coalition and South Central Kansas Economic Development District, Inc., (SCKEDD) determined that the use of U. S. Economic Development Administration (EDA) grant funding for the construction of the parking lots would be beneficial to the project. To satisfy the EDA grant requirements, SCKEDD will be engaged to administer the grant at a cost of \$70,000. This organization was selected by the Staff Screening Selection committee as the most cost effective and experienced from the two proposals received.

**Financial Considerations:** The cost of administering the grant is \$70,000 and is within the current approved budget. The WAA will serve as the grantee for the EDA grant, which is expected to provide \$2,000,000, while the City of Wichita and Sedgwick County will each provide \$1,000,000 in matching funds as part of an incentive package offered to Learjet. In the event that the grant application is not approved by the EDA, the project will be cancelled prior to the start of construction. This contract will then become null and void. In that event, the WAA's sole cost would be for the environmental studies, which would have value for future projects in that area.

**Goal Impact:** The Airport's contribution to the Economic Vitality of Wichita is promoted through accommodating tenants and making improvements which will enhance facilities and assist with job creation for the community.

**Legal Considerations:** The Law Department has approved the administration services contract as to form. The contract has been structured to be contingent on the awarding of the grant.

**Recommendations/Actions:** It is recommended the Wichita Airport Authority approve the administration services contract and authorize the necessary signatures.

**Attachments:** Contract.

11-29-11

CONTRACT  
for  
CONSULTING SERVICES  
between  
WICHITA AIRPORT AUTHORITY  
and

SOUTH CENTRAL KANSAS ECONOMIC DEVELOPMENT DISTRICT, INC.

THIS CONTRACT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2011 by and between the WICHITA AIRPORT AUTHORITY, Wichita, Kansas, party of the first part, hereinafter called the "OWNER" and South Central Kansas Economic Development District, Inc, 200 West Douglas, Suite 710, Wichita, Kansas , party of the second part, hereinafter called the "CONSULTANT".

WITNESSETH: That,

WHEREAS the OWNER is engaged in the operation of Mid-Continent Airport; and whereas it is the desire of both parties that the CONSULTANT furnish consulting services in conjunction with the EDA Grant Administration for Bombardier Learjet Parking Facilities (PROJECT); and whereas all of the aforesaid being located within the corporate limits of the City of Wichita, Sedgwick County, Kansas, and

WHEREAS this Agreement and all subconsultant agreements shall be governed by the laws of the State of Kansas, and

WHEREAS, the OWNER is authorized by law to employ a consultant to provide professional consulting services NOW, THEREFORE, the parties hereto do mutually agree as follows:

ARTICLE I - SCOPE OF SERVICES:

The Scope of Services to be performed by the CONSULTANT, shall be as outlined in EXHIBIT A.

ARTICLE II - THE CONSULTANT AGREES:

- A. To provide the professional services, equipment, material and transportation to perform the tasks as outlined in Article I, SCOPE OF SERVICES.
- B. That this Agreement does not become effective until the OWNER receives a U. S. Economic Development Administration (EDA) grant for the identified work, and that unless such grant is offered by the agency, and accepted by the OWNER, the CONSULTANT is not entitled to compensation. Any material modification of the grant as offered from the grant application may be cause for re-negotiation of this Agreement.



- C. To designate a project manager who will coordinate all work and be the point of contact for communications and to submit qualifications of the proposed project manager to the OWNER in advance of the Notice to Proceed. The OWNER reserves the right to withhold the Notice to Proceed until a qualified project manager is designated. The OWNER shall concur with any changes to this assignment.
- D. To submit to the OWNER in a timely manner, editable, electronic files of all studies, surveys, mapping and drawings in AutoCAD format and reports in Microsoft Word, as is applicable to this Agreement. Each submittal shall be in a single, organized file that mimics the report and any drawings and/or specifications.
- E. To save and hold OWNER harmless against all suits, claims, damages and losses for injuries to third parties or their property or to the OWNER and its property arising from or caused by negligent acts, errors or omissions of CONSULTANT, its agents, servants, employees, or subconsultants occurring in the performance of its services under this Agreement. This liability shall extend to consequential damages suffered by OWNER as a result of loss of revenue, loss of grant or other funding mechanisms, regulatory penalties, changes in construction requirements, or changes in regulatory compliance requirements.
- F. To maintain all books, documents, papers, accounting records, and to make such material available at the CONSULTANT'S office at reasonable times during the contract period, and for a minimum of three years from the date of final payment and all pending matters are resolved under the Agreement, for inspection and/or duplication by the OWNER or authorized representatives.
- G. To not, on the grounds of race, color, sex, national origin, age or handicap, discriminate or permit discrimination in violation of any federal, state or local laws or of Part 21 of the regulations of the Office of the United States Department of Transportation (49 CFR 21). The CONSULTANT, in performing the work or services required pursuant to this Agreement, shall not participate either directly or indirectly in discriminations prohibited by the non-discrimination requirements of the City of Wichita, Kansas, as set out in EXHIBIT B. The OWNER reserves the right to take such action as the United States Government or any state or local government may direct to enforce this covenant.
- H. That it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The CONSULTANT assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The CONSULTANT assures that it will require that their covered suborganizations provide assurances to the OWNER that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.
- I. To accept compensation for the work herein described in such amounts and at such periods as hereinafter provided and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work described in EXHIBIT A.

- J. To submit billings to the OWNER for the Services performed as required by this Agreement. Billings shall not exceed progress of work and approved by the OWNER. During the progress of work covered by the Agreement, partial payment requests may be made at intervals of not less than four weeks. The progress billings shall be supported by documentation acceptable to the OWNER, which shall include a record of the percentage completion evidenced by approved deliverables, of the number of days allocated for completion of the work, the number of days that have elapsed, and the number of days that remain to complete the work. Progress billings shall also include copies of subconsultant invoices to the CONSULTANT for the same billing period. Payment to subconsultants, for satisfactory performance, shall be made within 30 days of receipt of payment and no retainage shall be withheld. Any delay or postponement of payment from the referenced time frame may occur only for good cause and following written approval of the OWNER.
- K. To complete the work in a timely manner.
- L. To covenant and represent to be responsible for the professional and technical accuracy and the work or material furnished by the CONSULTANT under this Agreement.
- M. Its agents, employees and subcontractors, shall be subject to any and all applicable rules, regulations, orders and restrictions which are now in effect and which apply to its activities on airport property, including such rules, regulations, orders and/or restrictions that may be adopted, enacted or amended during the term of this Agreement.
- N. That all information provided by the OWNER and/or developed for the Project shall be considered confidential and proprietary, and shall not be reproduced, transmitted, used or disclosed by the CONSULTANT without the written consent of OWNER, except as may be necessary for the non-disclosing party to fulfill its obligations hereunder; provided, however, that the limitation shall not apply to any information or portion thereof, which is:
  - 1. Within the public domain at the time of its disclosure.
  - 2. Required to be disclosed by a court of competent jurisdiction or Government order.
  - 3. Approved by the OWNER for publicity.
  - 4. Required to be communicated in connection with filings with governmental bodies having jurisdiction over the design or construction of the PROJECT.
- O. The CONSULTANT and the OWNER shall not be obligated to resolve any claim or dispute related to this Agreement by arbitration. Any reference to arbitration in any proposal or contract documents is deemed void.
- P. To abide by the Federal Provisions in Exhibit D.

CONSULTANT further agrees, covenants and represents that Services furnished by CONSULTANT, its agents, employees and subconsultants under this Agreement shall be free from negligent errors or omissions.

ARTICLE III – THE CONSULTANT HEREBY CERTIFIES THAT:

- A. It has not employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the above CONSULTANT) to solicit or secure this Agreement.
- B. It has not agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the Agreement.
- C. By acceptance of this Agreement that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this Agreement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the CONSULTANT or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this Agreement.

ARTICLE IV - THE OWNER AGREES:

- A. To furnish all available data pertaining to the PROJECT available to the OWNER. All data shall be considered confidential unless otherwise noted.
- B. To provide standards, as available, for the PROJECT.
- C. To pay the CONSULTANT for services in accordance with the requirements of this Agreement within thirty (30) working days from the date of receipt of invoice and upon satisfactory performance of service.
- D. To provide the right of entry into secured areas for CONSULTANT'S personnel, subject to all rules and regulations of the OWNER, the Transportation Security Administration and Federal Aviation Administration regarding airfield safety and security.
- E. To indemnify and hold the CONSULTANT harmless against OWNER'S negligent acts and errors.

ARTICLE V - PAYMENT PROVISIONS:

- A. Payment to the CONSULTANT for the performance of services shall be a not exceed amount of \$70,000.00. Payments shall be based upon the payment schedule and as satisfactory to the OWNER. (EXHIBIT C).
- B. During the course of the Agreement any scope changes anticipated or detected by the CONSULTANT shall immediately, and in writing, be brought to the attention of the OWNER along with an estimate of actual costs and impact to the schedule. The CONSULTANT shall give the OWNER the opportunity to mitigate any and/or all

impacts of the proposed scope changes. For potential scope changes initiated by the OWNER, the OWNER shall provide to the CONSULTANT, in writing, the known details of the proposed scope change and the CONSULTANT shall proceed to provide a timely response. In no case shall additional work be performed nor shall additional compensation be paid except on the basis of an executed supplemental agreement.

- C. Final payment shall not occur until all work defined in this Agreement is complete and approved by the OWNER.

#### ARTICLE VI - THE PARTIES HERETO MUTUALLY AGREE:

##### A. TERMINATION OF CONTRACT

1. That the right is reserved to the OWNER to terminate this Agreement or any portion of phase of this Agreement at any time, upon written notice, in the event the PROJECT is to be abandoned; PROVIDED, however, that in such case the CONSULTANT shall be paid the reasonable value of the Services rendered up to the time of termination on the basis of the provisions of this Agreement, but in no case shall payment be more than the CONSULTANT'S actual costs plus a reasonable sum for profit. Upon receipt of such notice, Services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this Agreement, whether completed or in progress, delivered to the OWNER and become the possession of the OWNER.
  2. Any violation or breach of the terms of this Agreement on the part of the CONSULTANT or subconsultant(s) may result in the suspension or termination of this Agreement or such other action, which may be necessary to enforce the rights of the parties of this Agreement. In such case, the OWNER may take possession of all materials as may have been accumulated in performing this Agreement, whether completed or in progress and take over the work and prosecute the same to completion, by separate agreement or otherwise, for the account and at the expense of the CONSULTANT. The CONSULTANT shall be liable to the OWNER for those costs associated with the remedy of the breach of terms.
- B. The rights and remedies of the OWNER provided herein are in addition to any other rights and remedies provided by law or under this Agreement.
  - C. That the deliverables shall become the property of the OWNER upon delivery or termination of the Services in accordance with this Agreement. The OWNER shall not hold the CONSULTANT and subconsultants liable upon the OWNER'S reuse of any part of deliverables, and there shall be no restriction or limitation on their further use by the OWNER. Consultant's seal and name shall not be reproduced on such documents if reused by the OWNER.
  - D. That the services to be performed by the CONSULTANT under the terms of this Agreement are personal and cannot be assigned, sublet or transferred without specific consent of the OWNER.

- E. In the event of unavoidable delays in the progress of the work, reasonable extensions in the time will be granted by the OWNER, provided, however, that the CONSULTANT shall request extensions in writing giving the reason therefore.
- F. Unless otherwise provided in this Agreement, the CONSULTANT and agents, servants, employees, or subconsultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.
- G. It is further agreed that this Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the parties hereto and their successors and assigns.
- H. For good cause, and as consideration for executing this Agreement, the CONSULTANT, acting herein by and through its authorized agent, hereby conveys, sells, assigns, and transfers to the OWNER all right, title, and interest in and to all causes of action it may now or hereafter require under the anti-trust laws of the United States and the State of Kansas, relating to the particular product, products, or services purchased or acquired by the OWNER pursuant to this Agreement.
- I. Neither the OWNER'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the CONSULTANT under this Agreement shall be construed to operate as a waiver of any right under this Agreement or any cause of action arising out of the performance of this Agreement.
- J. It is specifically agreed between the parties executing this Agreement, that it is not intended by any of the provisions of any part of this Agreement to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for damage pursuant to the terms of provisions of this Agreement.

IN WITNESS WHEREOF, the OWNER and the CONSULTANT have executed this Agreement as of the date first written above.

ATTEST:

WICHITA AIRPORT AUTHORITY  
WICHITA, KANSAS

By: \_\_\_\_\_  
Karen Sublett, City Clerk

By: \_\_\_\_\_  
Carl Brewer, President  
"OWNER"

By: \_\_\_\_\_  
Victor D. White, Director of Airports

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_  
"CONSULTANT"

APPROVED AS TO FORM: \_\_\_\_\_ Date: \_\_\_\_\_  
Director of Law

ATTACHMENTS: EXHIBIT A – Scope of Services  
EXHIBIT B – Equal Employment Opportunity  
EXHIBIT C – Fee Schedule  
EXHIBIT D – Federal Provisions

**SCOPE OF SERVICES**

(November 29, 2011)

**GENERAL:** The services provided by the Consultant (SCKEDD) are in conjunction with the construction of two parking lots of approximately 2100 stalls for Bombardier Learjet on the Owner's property. The services provided by the Consultant are related to a United States Economic Development Administration (EDA) grant. The Owner, under separate solicitation and contract, will be responsible for the construction of the parking lots.

The Consultant understands the work identified within this Scope of Services is not all inclusive. The Consultant will work within established procedures of the Owner to guide the Owner through, and explain all, policies, procedures and steps of the EDA Investment Grant so that the Owner is in compliance with all EDA application guidelines, policies and procedures required for a successful completion of the project.

1. Assist Owner in accomplishing any award document conditions within the time frame established by EDA;
2. Obtain EDA's approval of procurement procedures and contracts for Grant Administrator, construction related services and Phase I and II Environmental Review contracts;
3. Assist Owner and Learjet design engineer in compiling specification book in accordance with EDA guidelines;
4. Submit complete plans and specifications to EDA for approval;
5. Assist in preparing all newspaper advertisements that are needed to inform the public about the project and to solicit construction contractors. The Owner will pay for all newspaper advertisements.
6. Assist in preparing the required notifications to Minority-Owned Enterprises and Women-Owned Business Enterprises;
7. Attend the meeting during which the construction bids are opened and submit required paperwork to EDA for approval of selected contractor;
8. Send required notices to all unsuccessful bidders;
9. Verify the contractor's eligibility with the EDA;
10. Assist the Owner in setting up, submitting and maintaining the necessary and required records, including:
  - (a) Signature Forms and ACH deposit forms;
  - (b) Records and spreadsheets so as to track the expenses for the overall project in accordance with EDA procedures;
  - (c) Request for Payment form which are used to draw down EDA grant funds;
  - (d) Quarterly Progress Reports;
  - (e) Semi-annual Federal Financial Reports
11. Consultant shall manage these Labor Standards activities:
  - (a) Determination of applicable Davis-Bacon Wage Rates;

- (b) Wage Rate surveys and request Davis-Bacon Wage Rates for any labor classification that does not appear on the original determination;
  - (c) Participate in the Pre-Bid and the Pre-Construction Conferences;
  - (d) Provide construction contractor with required federal labor standards notices;
  - (e) Prepare the Notice of Start of Construction for EDA;
  - (f) Review Weekly Payroll Reports and insure all errors are corrected.
  - (g) Monitor on-site construction for compliance with all Davis Bacon issues including conducting required employee interviews.
12. Participate in on-site monitoring visits by EDA staff;
  13. Correct any monitor's findings;
  14. Close out the grant after construction is completed and all expenses are reimbursed;
  15. Consultant will be the main point of contact with the EDA for grant related issues concerning the project;
  16. Consultant will provide that the Owner, Economic Development Administration, the Comptroller General of the United States, the Inspector General of the Department of Commerce, or any of their duly authorized representatives, access to any documents, books, paper and records related to the contract and the grant;
  17. At grant close-out provide copies of all files to the Owner that EDA requires the Owner to maintain for the three year period;
  18. Provide any other assistance as needed to ensure that the grant is in compliance with EDA rules and regulations and requirements.
  19. Provide to the Owner copies of all notices, submittals, approvals, wage rate interviews, etc. as the events develop.



**REVISED NON-DISCRIMINATION AND  
EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM  
REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS**

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
  
- B. Requirements of the State of Kansas:
  - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
  - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
  - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
  - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
  2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
  3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
  4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.
  5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

## FEE SCHEDULE

Payment Number	At Completion Point	Payment Amount	Percent of Contract	Accumulated Total
1	Approval by EDA of Construction Phase Services Contract and Publish Invitation For Bid for Construction	\$ 14,000.00	20%	20%
2	10% of Construction Completed	\$ 5,600.00	8%	28%
3	20% of Construction Completed	\$ 5,600.00	8%	36%
4	30% of Construction Completed	\$ 5,600.00	8%	44%
5	40% of Construction Completed	\$ 5,600.00	8%	52%
6	50% of Construction Completed	\$ 5,600.00	8%	60%
7	60% of Construction Completed	\$ 5,600.00	8%	68%
8	70% of Construction Completed	\$ 5,600.00	8%	76%
9	80% of Construction Completed	\$ 5,600.00	8%	84%
10	90% of Construction Completed	\$ 5,600.00	8%	92%
11	Final Project Closeout	\$ 5,600.00	8%	100%

TOTAL, NOT TO EXCEED                      \$ 70,000.00

## Required Federal Clauses

(October 11, 2011)

1. **ENERGY EFFICIENCY** - The Consultant shall comply with all standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public L. No. 94-163) for the State in which the Work under the Contract is performed.
2. **REQUIRED PROVISIONS DEEMED INSERTED** - Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall forthwith be physically amended to make such insertion of correction.
3. **INSPECTION BY EDA REPRESENTATIVES** - The authorized representatives and agents of EDA shall be permitted to inspect all work, materials, payrolls, personnel records, invoices of materials, and other relevant data and records.
4. **EXAMINATION AND RETENTION OF CONSULTANT'S RECORDS**
  - (a) The Owner, EDA, or the Comptroller General of the United States, or any of their duly authorized representatives shall, generally until three years after final payment under this Contract, have access to and the right to examine any of the Consultant's directly pertinent books, documents, papers, or other records involving transactions related to this Contract for the purpose of making audit, examination, excerpts, and transcriptions.
  - (b) The Consultant agrees to include in first-tier subcontracts under this Contract a clause substantially the same as Paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders that do not exceed \$10,000.
  - (c) The periods of access and examination in Paragraphs (a) and (b) above for records relating to (1) appeals under the disputes clause of this Contract, (2) litigation or settlement of claims arising from the performance of this Contract, or (3) costs and expenses of this contract to which the Owner, EDA, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.
5. **PATENT FEES AND ROYALTIES**
  - (a) Consultant shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work (as set out in the Scope of Services, Ex. A) or the incorporation in the Work of any invention, design, process, product, or device that is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or

Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by the Owner in the Contract Documents.

- (b) To the fullest extent permitted by Laws and Regulations, the Consultant shall indemnify and hold harmless the Owner and the Consultant, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6. **CLAIMS FOR EXTRA COSTS** - No claims for extra work or cost shall be allowed unless the same was done in pursuance of a written order approved by the Owner.

7. **LABOR STANDARDS - DAVIS-BACON AND RELATED ACTS (as required by Section 601 of PWEDA)**

(a) **Minimum Wages**

- (1) All laborers and mechanics employed or working upon the site of the Work in the construction or development of the Project will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act at 29 CFR Part 3, the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at the time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor, which is attached hereto and made a part hereof, regardless of any contractual relationship that may be alleged to exist between the Consultant and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR § 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates determined under 29 CFR § 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Consultant and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- (2) (i) Any class of laborers or mechanics to be employed under the Contract, but not listed in the wage determination, shall be classified in conformance with the wage determination. EDA shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
    - (A) The work to be performed by the classification requested is not performed by a classification in the wage determination;
    - (B) The classification is utilized in the area by the construction industry; and
    - (C) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
  - (ii) If the Consultant and the laborers and mechanics to be employed in the classification (if known), or their representatives, and EDA or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by EDA or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210.
  - (iii) In the event the Consultant, the laborers or mechanics to be employed in the classification or their representatives, and EDA or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), EDA or its designee shall refer the questions, including the views of all interested parties and the recommendation of EDA or its designee, to the Administrator for determination.
  - (iv) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(2)(ii) or (iii) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (3) Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Consultant shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof. (4) If the Consultant does not make payments to a trustee or other third person, the Consultant may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the Consultant, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Consultant to set aside in a separate account assets for the meeting of obligations under the plan or program.
- (b) **Withholding** - EDA or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be

withheld from the Consultant under this Contract or any other federal contract with the same prime Consultant, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Consultant so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the Consultant or any subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper employed or working on the site of the Work in the construction or development of the Project, all or part of the wages required by the Contract, EDA or its designee may, after written notice to the Consultant, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. EDA or its designee may, after written notice to the Consultant, disburse such amounts withheld for and on account of the Consultant or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

**(c) Payrolls and basic records**

- (1) Payrolls and basic records relating thereto shall be maintained by the Consultant during the course of the Work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the Work in the construction or development of the Project. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b) (2) (B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR § 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the Consultant shall maintain records which show that the commitment to provide such benefits is enforceable, the plan or program is financially responsible, and the plan or program has been communicated in writing to the laborers or mechanics affected, and provide records that show the costs anticipated or the actual cost incurred in providing such benefits. Consultants employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- (2) (i) For each week in which Contract work is performed, the Consultant shall submit a copy of all payrolls to the Owner for transmission to EDA or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose. It may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, D.C. 20402; or downloaded from the U.S. Department of Labor's website at [www.dol.gov/esa/forms/whd/index.htm](http://www.dol.gov/esa/forms/whd/index.htm). The prime Consultant is responsible



for the submission of copies of payrolls by all subcontractors

- (ii) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Consultant or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:
  - (A) That the payroll for the payroll period contains the information required to be maintained under 29 C.F.R. § 5.5(a)(3)(i) and that such information is correct and complete;
  - (B) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 C.F.R. Part 3;
  - (C) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.
- (iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by Paragraph 14(c)(ii) of this section.
- (iv) The falsification of any of the above certifications may subject the Consultant or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the U.S. Code.
- (3) The Consultant or subcontractor shall make the records required under Paragraph 14(c)(1) of this section available for inspection, copying, or transcription by authorized representatives of EDA or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Consultant or subcontractor fails to submit the required records or to make them available, EDA or its designee may, after written notice to the Consultant or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR Part 5.12.

**(d) Apprentices and Trainees.**

- (1) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State

Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Consultant as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Consultant is performing construction on a Project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Consultant's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Consultant will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (2) **Trainees.** Except as provided in 29 CFR § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program that has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman's hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not

less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Consultant will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (3) **Equal Employment Opportunity.** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, *Equal Employment Opportunity*, as amended, and 29 CFR Part 30.
- (e) **Compliance with Copeland Anti-Kickback Act Requirements.** The Consultant shall comply with the Copeland Anti-Kickback Act (18 U.S.C. § 874 and 40 U.S.C. § 276(c)) as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Buildings or Public Works Financed in Whole or in Part by Loans or Grants of the United States"). The Act provides that the Consultant and any subcontractors shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public facilities, to give up any part of the compensation to which they are otherwise entitled. The Owner shall report all suspected or reported violations to EDA.
- (f) **Subcontracts.** The Consultant and any subcontractors will insert in any subcontracts the clauses contained in 29 CFR §§ 5.5(a)(1) through (10) and such other clauses as EDA or its designee may require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Consultant shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.
- (g) **Contract termination; debarment.** The breach of the Contract clauses in 29 CFR Part 5.5 may be grounds for termination of the Contract, and for debarment as a Consultant and a subcontractor as provided in 29 CFR § 5.12.
- (h) **Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this Contract.
- (i) **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Consultant (or any of its subcontractors) and EDA or its designee, the U.S. Department of Labor, or the employees or their representatives.
- (j) **Certification of Eligibility.**
- (1) By entering into this Contract, the Consultant certifies that neither it nor any person or firm that has an interest in the Consultant's firm is a person or firm

ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).

(2) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. § 1001.

**8. LABOR STANDARDS - CONTRACT WORK HOURS AND SAFETY STANDARDS**

**ACT** - As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

- (a) **Overtime requirements.** No Consultant or subcontractor contracting for any part of the Contract work, which may require or involve the employment of laborers or mechanics, shall require or permit any such laborer or mechanic in any workweek in which that person is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (b) **Violation; liability for unpaid wages, liquidated damages.** In the event of any violation of the clause set forth in Paragraph (a) of this section, the Consultant and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Consultant and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in Paragraph (a) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.
- (c) **Withholding for unpaid wages and liquidated damages.** EDA or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the Consultant or subcontractor under any such Contract or any other federal contract with the same prime Consultant, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Consultant such sums as may be determined to be necessary to satisfy any liabilities of such Consultant or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in Paragraph (b) of this section.
- (d) **Subcontracts.** The Consultant or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (a) through (c) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Consultant shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in Paragraphs (a) through (c) of

this section.

## **9. EQUAL EMPLOYMENT OPPORTUNITY**

- (a) The Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from EDA, the following equal opportunity clause:

During the performance of this Contract, the Consultant agrees as follows:

- (1) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Consultant agrees to post in conspicuous places available to employees and applicants for employment notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) The Consultant will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers representatives of the Consultant's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and pursuant to rules, regulations, and orders of the Secretary of Labor and will permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Consultant's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other

sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations or order of the Secretary of Labor, or as otherwise provided by law.

- (7) The Consultant will include the portion of the sentence immediately preceding Paragraph 17(a) (1) and the provisions of Paragraphs 17(a)(1) through (6) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as EDA or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event the Consultant becomes involved in or is threatened with litigation with or by a subcontractor or vendor as a result of such direction by EDA or the Secretary of Labor, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.
- (8) The Recipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally-assisted construction work. Provided, however, that if the Recipient so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government that does not participate in work on or under the Contract.
- (9) The Recipient agrees that it will assist and cooperate actively with EDA and the Secretary of Labor in obtaining the compliance of Consultants and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish EDA and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist EDA in the discharge of the EDA's primary responsibility for securing compliance.
- (10) The Recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Consultant debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Consultants and subcontractors by EDA or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the Recipient agrees that if it fails or refuses to comply with these undertakings, EDA may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this EDA financial assistance; refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(b) Exemptions to Above Equal Opportunity Clause (41 CFR Chapter 60):

- (1) Contracts and subcontracts not exceeding \$10,000 (other than Government bills

of lading) are exempt. The amount of the Contract, rather than the amount of the federal financial assistance, shall govern in determining the applicability of this exemption.

(2) Except in the case of subcontractors for the performance of construction work at the site of construction, the clause shall not be required to be inserted in subcontracts below the second tier.

(3) Contracts and subcontracts not exceeding \$10,000 for standard commercial supplies or raw materials are exempt.

**10. DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSIONS** - As required by Executive Order 12549, *Debarment and Suspension*, and implemented at 2 CFR Part 1326, for prospective participants in lower tier covered transactions (except subcontracts for goods or services under the \$25,000 small purchase threshold unless the sub-recipient will have a critical influence on or substantive control over the award), as defined at 2 CFR Part 1326.

(a) By entering into this Contract, and by further executing Form CD-512, the Consultant and subcontractors certify, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any federal department or agency.

(b) Where the Consultant or subcontractors are unable to certify to any of the statements in this certification, the Consultant or subcontractors shall attach an explanation to this bid.

(1) **Access to Information.** It is agreed that all information, data, reports and records and/or other information as is existing, available and necessary for the carrying out of the work outlined above shall be furnished to the District by the and its agents. No charge will be made to the District for such information and the Consultant and its agents will cooperate with the District in every way possible to facilitate the performance of the work described in the Contract.

(2) **Termination of Contract.** If, through any cause, the District shall fail to fulfill in a timely and proper manner its obligation under this Contract, or if the District shall violate any of the covenants, agreements, or stipulations of this Contract, the Owner shall thereupon have the right to terminate this Contract by giving written notice to the District of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. If the Contract is terminated by the Owner as provided herein, the District will be paid for the time provided and expenses incurred up to the termination date.

If the contract is terminated by the as provided herein, all finished or unfinished documents, information or reports prepared by the District under this Contract shall, at the option of the Owner, become its property and the District shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the District shall not be relieved of liability to the for damages sustained by the Owner by virtue of any breach of the Contract by

the District, and the Owner may withhold any payments to the District for the purpose of set-off until such time as the exact amount of damages due the Owner from the District is determined.

- (3) **Termination for Convenience of the Owner.** The Owner may terminate this Contract at any time by giving at least ten (10) days notice in writing to the District. If the Contract is terminated by the Owner as provided herein, the District will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the District, Paragraph 1 hereof relative to termination shall apply.
- (4) **Changes.** The Owner may, from time to time, request changes in the scope of the services of the District to be performed hereunder. Such changes, including any increase or decrease in the amount of the District's compensation which are mutually agreed upon by and between the Owner and the District shall be incorporated in written amendments to this Contract.
- (5) **Reports and Information.** The District, at such times and in such forms as may require, shall furnish the Owner such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

## **11. INTELLECTUAL PROPERTY RIGHTS.**

- (a) **Inventions.** The intellectual property rights to any invention made by a Recipient under a DOC Award are determined by the Bayh-Dole Act, as amended (Pub. L. No. 96-517), and codified in 35 U.S.C. § 200 *et seq.*, except as otherwise required by law. The specific rights and responsibilities are described in more detail in 37 CFR Part 401, and in the particular, in the standard patent rights clause in 37 CFR § 401.14, which is hereby incorporated by reference into this Award.

### **(1) Ownership.**

- (i) **Recipient.** The Recipient has the right to own any invention it makes (conceived or first reduced to practice) or that is made by its employees. The Recipient may not assign its rights to a third party without the permission of the Department unless it is to a patent management organization (i.e., a university's research foundation.) The Recipient's ownership rights are subject to the Federal Government's nonexclusive paid-up license and other rights.
- (ii) **Department.** If the Recipient elects not to own or does not elect rights or file a patent application within the time limits set forth in the standard patent rights clause, the Department may request an assignment of all rights, which is assignment is normally subject to a limited royalty free non-exclusive license for the Recipient. The Department owns any invention made solely by its employees, but may license the Recipient in accordance with the procedures in 37 CFR Part 404.
- (iii) **Inventor/Employee.** If neither the Recipient nor the Department is interested



in owning an invention by a Recipient employee, the Recipient, with the written concurrence of the Department's Patent Counsel, may allow the inventor/employee to own the invention subject to certain restrictions as described in 37 CFR § 401.9.

- (2) **Joint Inventions.** Inventions made jointly by a Recipient and a Department employee will be owned jointly by the Recipient and DOC. However, the Department may transfer its rights to the Recipient as authorized by 35 U.S.C. § 202(e) and 37 CFR § 401.10 if the Recipient is willing to patent and license the invention in exchange for a share of "net" royalties based on the number of inventors (e.g., 50-50 if there is one Recipient and Department employee). The agreement will be prepared by the Department's Patent Counsel and may include other provisions, such as a royalty free license to the Federal Government and certain other entities. The Recipient also is authorized to transfer its rights to the Federal Government, which can agree to share royalties similarly as described above (35 U.S.C. § 202(e)).
- (3) **Responsibilities –iEdison.** The Recipient has responsibilities and duties set forth in the standard patent rights clause, which are not described below. The Recipient is expected to comply with all the requirements of the standard patent rights clause and 37 CFR Part 401. Recipients of DOC Awards are required to submit their disclosures and elections electronically using the Interagency Edison extramural invention reporting system (iEdison) at [www.iedison.gov](http://www.iedison.gov). The Recipient may obtain a waiver of this electronic submission requirement by providing DOC compelling reasons for allowing the submission of paper copies of reports related to inventions.
- (4) **Patent Notification Procedures.** Pursuant to Executive Order 12889, the Department is required to notify the owner of any valid patent covering technology whenever the Department or its Recipients, without making a patent search, knows (or has demonstrable reasonable grounds to know) that technology covered by a valid United States patent has been or will be used without a license from the owner. To ensure proper notification, if the Recipient uses or has used patented technology under this Award without a license or permission from the owner, the Recipient must notify the Grants Officer. However, this notice does not necessarily mean that the Government authorizes and consents to any copyright or patent infringement occurring under the financial assistance.
- (5) **Data, Databases, and Software.** The rights to any work produced or purchased under a DOC Award are determined by 15 CFR §§ 14.36 or 24.34, as applicable. Such works may include data, databases, or software. The Recipient owns any work produced or purchased under a DOC Award subject to the Department's right to obtain, reproduce, publish, or otherwise use the work or authorize others to receive, reproduce, publish, or otherwise use the data for Federal Government purposes.
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